

<b>SOLICITATION, OFFER AND AWARD</b> (REV 10/99)		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING <b>DO-A6</b>	PAGE OF PAGES 1
2.CONTRACT NUMBER	3.SOLICITATION NUMBER	4.TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)	5.DATE ISSUED	6.REQUISITION/PURCHASE NUMBER	
7. ISSUED BY Naval Inventory Control Point-Mechanicsburg 5450 Carlisle Pike P O Box 2020 Mechanicsburg PA 17055-0788		CODE <b>N00104</b>	8. ADDRESS OFFER TO (If other than Item 7) Department of the Navy Naval Inventory Control Point - Mechanicsburg Contracting Department (Code 02), Bldg 410,South End Bay K-20 5450 Carlisle Pike, P O Box 2020 Mechanicsburg PA 17055-0787		

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder"

**SOLICITATION**

9. Sealed offer in original and 1 copies for furnishing the supplies or service in the Schedule will be received at the place specified in Item 8, or if handicapped, in the depository located in Bldg. 410 South End, Bid Room Bay K-20 or uploaded electronically to the secure server located at: <https://bidroom.navsup.navy.mil/solicitations/submit> until 2:00 p. m. local time  
(Hour) (Date)

CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.

<b>10. FOR INFORMATION CALL</b>	A. NAME	B. TELEPHONE (NO COLLECT CALLS)		C. E-MAIL ADDRESS
		AREA CODE <b>(717)</b>	NUMBER <b>605-</b>	

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**OFFER (Must be fully completed by offeror)**

NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within \_\_\_\_\_ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s) within the time specified in the schedule.

13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232-8)	10 CALENDAR DAYS (%)	20 CALENDAR DAYS (%)	30 CALENDAR DAYS(%)	CALENDAR DAYS(%)
14. ACKNOWLEDGEMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the <b>SOLICITATION</b> for offerors and related documents numbered and dated):	AMENDMENT NO.	DATE	AMENDMENT NO.	DATE

15A. NAME AND ADDRESS OF OFFEROR	CODE	FACILITY	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or Print)
15B. TELEPHONE NUMBER AREA CODE NUMBER EXT	15C. CHECK IF REMITTANCE ADDRESS <input type="checkbox"/> IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE.		17. SIGNATURE
			18.OFFER DATE

**AWARD (To be completed by Government)**

19.ACCEPTED AS TO ITEMS NUMBERED	20. AMOUNT	21. ACCOUNTING AND APPROPRIATION
22. AUTHORITY FOR USING OTHER THAN FULL ANDOPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(c)( ) <input type="checkbox"/> 41 U.S.C. 253(c)( )		23. SUBMIT INVOICES TO ADDRESS SHOWN IN(4 copies unless otherwise specified)
24. ADMINISTERED BY (If other than Item 7)	CODE	25. PAYMENT WILL BE MADE BY CODE
26. NAME OF CONTRACTING OFFICER (Type or print)		27. UNITED STATES OF AMERICA (Signature of Contracting Officer)
		28.AWARD DATE

IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

AUTHORIZED FOR LOCAL REPRODUCTION  
Previous edition is unusable

STANDARD FORM 33 (REV 9-87)  
Prescribed by GSA - FAR (48 (CFR) 53.21(c)dd

<b><u>CONTINUATION SHEET</u></b> (OPTIONAL FORM 336)		REFERENCE NO. OF DOCUMENT BEING CONTINUED			PAGE	OF
		<b>N00104-02-R-K001</b>			<b>2</b>	
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT	
0001	1377-01-136-7571, MG40 Mild Detonating Cord Assembly SCD 837AS118					
0001AA	Technical Data - See Form DD1423 Exhibit A	1	LO	NSP	NSP	
0001AB	Production Lot Test Samples (1 lot of 98 each plus an Additional 20 subscales for Test. NO RETAINS)	20	EA	NSP	NSP	
0001AC	Same as Item 0001 PAN FY 02, ACRN: OWNERSHIP CODE: 5	92	EA			
0001AD	Same as Item 0001 FMS FY 02 SP-P-PAG, ACRN: OWNERSHIP CODE: 8	6	EA			
	"THIS IS A PROCUREMENT FOR FOREIGN MILITARY SALES WITHIN THE MEANING OF DFAR 25.7300"					

**FOR INFORMATION PURPOSES ONLY**

**CONTRACT HISTORY**

<u>CONTRACTOR</u>	<u>ITEM</u>	<u>AWARD DATE</u>	<u>QUANTITY</u>	<u>UNIT PRICE</u>
UPCO CALIFORNIA	MG40	12/12/00	31	\$4,369.00
UPCO CALIFORNIA	MG40	2/3/00	76	\$2,858.00
UPCO CALIFORNIA	MG40	3/16/99	45	\$3,808.00
MCCORMICK SELPH INC	MG40	4/98	111 EA	\$3,428.85

**NOTE:** This information is the best information currently available. **DO NOT** prepare your proposal solely on the information provided above.

The offeror acknowledges that by providing this data the Government assumes no responsibility for its accuracy or for any conclusions or interpretations made by the offeror. The data is provided solely for informational purposes and should not be relied upon as the basis for preparation of an offer. Additional price history requests must be submitted under the Freedom of Information Act.

## SECTION C - DESCRIPTION AND SPECIFICATIONS

### NOTE: NON-ANTICIPATION OF INITIAL WAIVERS AND DEVIATIONS ON AWARDS

Offerors are reminded that any resultant contract will require performance in strict compliance with the specifications set forth therein, and that prices offered should not be predicated upon contractor anticipation of government authorization of waivers or deviations, even though such waivers and/or deviations may have been granted previously under other contracts for the same item.

NOTE: SPECIFICATIONS THAT DO NOT INDICATE SPECIFIC REVISION LEVELS ARE TO BE MADE TO THE REVISION LEVELS LISTED ON THE DODISS IN EFFECT AT THE TIME OF SOLICITATION ISSUANCE.

#### 1. DATA LIST / PART NUMBERS / DRAWING NUMBERS:

CLIN	DATA LIST / PART OR DRAWING NUMBERS	REVISION	DATE OF REVISION
0001	837AS118	C	3/21/01

#### 2. SPECIFICATIONS:

CLIN	SPECIFICATIONS	REVISION	DATE OF REVISION
0001	MIL-DTL-32018	-	3/13/01

3. For contractor part number, Contractor **SHALL** submit Product Baseline in accordance with DD1423, sequence number **A001** to activity shown below:

COMMANDER  
CODE 5310Q/LINDA COLEMAN  
IH DIV, NSWC  
BLDG 1557  
101 STRAUSS AVENUE  
INDIAN HEAD, MD 20640-5035

## SECTION C - CONFIGURATION CONTROL - MIL-STD-973 (NAVY STOCK CLASS 1377 AMMO)(4/92)

1. Any Engineering Change Proposal, Any Request for a Deviation or Request for Waiver affecting an item being procured under this contract shall be in accordance with MIL-STD-973 and any subsequent modification thereof superseding document ordered, shall be in writing, by the Contracting Officer, Naval Inventory Control Point. If any such modification or superseding document affects the cost of Performance of this contract, an equitable adjustment shall be made in the contract price in accordance with the provisions of "Changes" clause of this contract. Delivery shall be in accordance with the Contracts Data Requirements List (CDRL) DD FORM 1423 sequence number **A002** (ECP), **A003**(DEVIATION), or **A004** (WAIVER) as applicable.

2. The contractor's assigned Deviation and/or Waiver number as referenced in Appendix E of MIL-STD-973 shall consist of the following numbering formulations:

- a. The last four alpha-numeric characters of the contract number followed by a dash (-).
  - b. The letter "D" (deviations) or "W" (waivers), as applicable, followed by consecutively assigned numeric characters beginning with 001.
3. The contractor shall submit an advance copy of any ECP, Request for Deviation or Waiver to the activity below:

COMMANDER  
CODE 5310Q/LINDA COLEMAN  
IHDIIVNAVSURFWARCEN  
BLDG 1557  
101 STRAUSS AVENUE  
INDIAN HEAD, MD 20640-5035

4. The contractor shall submit an original and three (3) copies of each ECP, Request for Deviation or Waiver to the Contract Administration Office (CAO) for distribution as delineated in paragraph 8. below:

5. All ECPs, Requests for Deviations or Waivers shall be approved/disapproved by the Contracting Officer, NAVICP, Mechanicsburg, PA.

6. Technical approval authority for waivers, deviations and ECP's is IHDIIVNAVSURFWARCEN, CODE 5220, 101 STRAUSS AVENUE, INDIAN HEAD MD 20640-5035, (301) 744-2341.

7. Authorization for the CAO to accept nonconforming supplies as delineated in paragraph 5.4.8.3.5 and 5.4.8.4.5 of MIL-STD-973 is specifically withheld.

8. The Administrating Contracting Officer will distribute the request as follows:

Original and two: CONTRACTING OFFICER  
CODE 0242  
NAVAL INVENTORY CONTROL POINT  
PO BOX 2020 5450 CARLISLE PIKE  
MECHANICSBURG PA 17055-0788

One: COMMANDER  
CODE 5310Q/LINDA COLEMAN  
IHDIIVNAVSURFWARCEN  
BLDG 1557  
101 STRAUSS AVENUE  
INDIAN HEAD MD 20640-5035

9. Class II waiver authority is granted for prefabricated piece parts, bought by the contractor to contractor drawings for assembly into the deliverable items procured under this contract. The authority is limited to items not affecting performance, durability, safety or interchangeability of the finished product. Traceability of materials and records of waivers of the finished product shall be maintained and made available for review upon Government request.

(a) Definition. "SPI process," as used in this clause, means a management or manufacturing process that has been accepted previously by the Department of Defense under the Single Process Initiative (SPI) for use in lieu of a specific military or Federal specification or standard at specific facilities. Under SPI, these processes are reviewed and accepted by a Management Council, which includes representatives of the Contractor, the Defense Contract Management Agency, the Defense Contract Audit Agency, and the military departments.

(b) Offerors are encouraged to propose SPI processes in lieu of military or Federal specifications and standards cited in the solicitation. A listing of SPI processes accepted at specific facilities is available via the Internet in PDF format at [http://www.dcmc.hq.dla.mil/dcmc\\_o/oc/spi/files/dbreport/files/modified.pdf](http://www.dcmc.hq.dla.mil/dcmc_o/oc/spi/files/dbreport/files/modified.pdf) and in Excel format at [http://www.dcmc.hq.dla.mil/dcmc\\_o/oc/spi/files/dbreport/files/modified.xls](http://www.dcmc.hq.dla.mil/dcmc_o/oc/spi/files/dbreport/files/modified.xls).

(c) An offeror proposing to use an SPI process in lieu of military or Federal specifications or standards cited in the solicitation shall:

- (1) Identify the specific military or Federal specification or standard for which the SPI process has been accepted;
- (2) Identify each facility at which the offeror proposes to use the specific SPI process in lieu of military or Federal specifications or standards cited in the solicitation;
- (3) Identify the contract line items, subline items, components, or elements affected by the SPI process; and
- (4) If the proposed SPI process has been accepted at the facility at which it is proposed for use, but is not yet listed at the Internet site specified in paragraph (b) of this clause, submit documentation of Department of Defense acceptance of the SPI process.

(d) Absent a determination that an SPI process is not acceptable for this procurement, the Contractor shall use the following SPI processes in lieu of military or Federal specifications or standards: (Offeror insert information for each SPI process)

SPI Process:

Facility:

Military or Federal Specification or Standard:

Affected Contract Line Item Number, Subline Item Number, Component, or Element:

(e) If a prospective offeror wishes to obtain, prior to the time specified for receipt of offers, verification that an SPI process is an acceptable replacement for military or Federal specifications or standards required by the solicitation, the prospective offeror:

- (1) May submit the information required by paragraph (d) of this clause to the Contracting Officer prior to submission of an offer; but
- (2) Must submit the information to the Contracting Officer at least 10 working days prior to the date specified for receipt of offers.

## SECTION D - PACKAGING AND MARKING

1. Packaging and packing for production lots, first article samples and lot acceptance samples shall be IAW the following by item:

CLIN	QUP	IAW
<b>0001AB</b>	<b>1</b>	<b>(IMMEDIATE USE) DWG 837AS118, Para. 4.1.2</b>
<b>0001AC-AD</b>	<b>1</b>	<b>(INNER CONTAINER) PER MIL-DTL-32018 Para. 6.6.1.1.1</b>
<b>0001AC-AD</b>	<b>1</b>	<b>(OUTER CONTAINER) PER MIL-DTL-32018 Para. 6.6.1.1.2 1 INNER CONTAINER PER OUTER CONTAINER</b>

2. Marking shall be applied IAW the applicable provisions of MIL-STD-129.

a. At a minimum, inner container markings for CLIN 0001 shall include:

National Stock Number and (DoD) Code: *(see Section “B” for applicable CLIN)*

Item Nomenclature: *(see Section “B” for applicable CLIN)*

Item Assembly Drawing Number: *(see Section “B” for applicable CLIN)*

Quantity: [As Applicable](#)

Lot Number: IAW MIL-STD-1168

Serial Number: Required ( x ) N/A ( )

b. At a minimum, outer container markings for CLIN 0001 shall include:

National Stock Number and (DoD) Code: *(see Section “B” for applicable CLIN)*

Item Nomenclature: *(see section “B” for applicable CLIN)*

Item Assembly Drawing Number: *(see Section “B” for applicable CLIN)*

Quantity: As Applicable

Lot Number: IAW MIL-STD-1168

Serial Number: Required ( x ) N/A ( )

Gross Weight and Cube: As Applicable

DoD Contract Number: As Applicable

POP Markings: *(see Section “D” – Packaging & Marking paragraph 3 – below.)*

UN Proper Shipping Name, UN Number, Hazard Class, Compatibility Code, Net Explosive Weight, and EX Number: *(see TABLE 1 below for applicable CLIN)*

CAA: TO BE PROVIDED AT A LATER DATE

<b>TABLE 1: United Nations Shipping / Storage Information</b>						
CLIN NUM	UN PROPER SHIPPING NAME	UN NUMBER	HAZARD CLASS	COMPA. CODE	NET EXPLOSIVE WT (lbs)	EX NUMBER
0001	Articles, Explosive, N.O.S.	0349	1.4	S	0.129130	TBD

3. THE **CONTRACTOR SHALL** PERFORM TESTING AND SHALL ACQUIRE DATA NECESSARY TO SUPPORT COMPLIANCE WITH PERFORMANCE ORIENTED PACKAGING (POP) REQUIREMENTS OF HAZARDOUS MATERIALS AS DEFINED IN TITLE 49, CODE OF FEDERAL REGULATIONS (CFR), THE INTERNATIONAL MARITIME ORGANIZATION'S INTERNATIONAL MARITIME DANGEROUS GOODS (IMDG) CODE, AND THE INTERNATIONAL CIVIL AVIATION ORGANIZATION (ICAO) TECHNICAL INSTRUCTIONS FOR THE SAFE TRANSPORT OF HAZARDOUS GOODS. TESTING SHALL BE PERFORMED IN ACCORDANCE WITH AMERICAN SOCIETY FOR TESTING AND MATERIALS (ASTM) D4919, TESTING OF HAZARDOUS MATERIAL PACKAGING. THE CONTRACTOR SHALL PREPARE A POP TEST REPORT IN ACCORDANCE WITH DI-PACK-81059. THE TEST REPORT SHALL BE IN ACCORDANCE WITH THE CONTRACT DATA REQUIREMENTS LIST (CDRL) DD FORM 1423, sequence number **A005**. FOR TECHNICAL INFORMATION ON POP CONTACT IHDIVNAVSURFWARCEN, CODE 5220K, BLDG 1557 101 STRAUSS AVENUE, INDIAN HEAD, MD 20640-5035, (301) 744-2344.

NOTE: Foreign Military Sales (FMS) Shipments: All outer containers shall be clearly marked with the FMS Case Designation, Requisition Number and Project Code, as applicable--See Section "F" for proper identification.

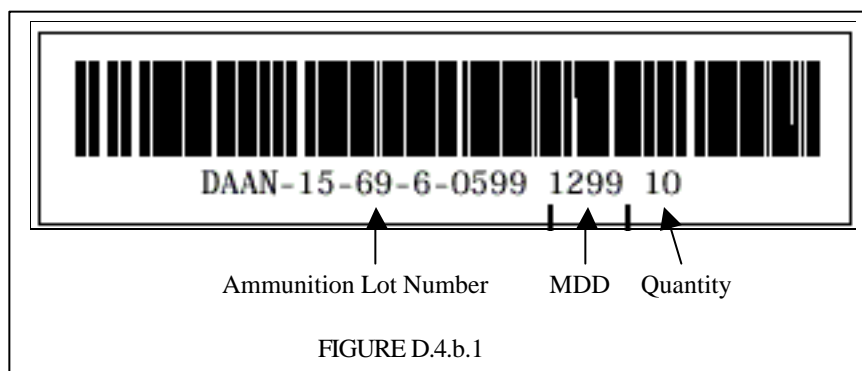
4. **BARCODE LABELS.** Bar-coded markings shall be applied to ammunition containers and units loads in accordance with the following, providing coded elements of data that can be read and interpreted by automatic bar code reading devices (scanners). Labels used shall meet the requirements for a Grade A, Style 2, Composition (b) label as specified in MIL-PRF-61002 except that solvent and detergent resistance is not required. The bar code symbology and human readable information (HRI) that are to be applied shall be the standard DOD symbology as described in AIM-BC1. AIM-BC1 is a document published by AIM USA and maybe obtained directly from AIM USA 634 Alpha Drive, Pittsburgh, PA 15328. The bar code shall be printed in accordance with AIM-BC1 except that the bar code density shall be from medium to high density, ie from 5.2 to 9.4 characters per inch. Mark the packaging with two barcodes:

a. **NIIN LABEL.** The nine-digit National Item Identification Number (NIIN), Ownership Code, and Material Condition Code shall be encoded as single "message". See Figure D.4.a.1. The NIIN shall be encoded without the dashes. A space (encoded) shall be placed between the NIIN and the Ownership Code and between the Owner Code and the Material Condition Code. Ownership code is listed in section B for each CLIN. Material Condition Code for ammunition lots for service use shall be in accordance with MIL-HDBK-129 Table V. Material Condition Code for LAT/FAT units shall be "D".



**FIGURE D.4.a.1**

b. **LOT NUMBER LABEL.** The Ammunition Lot Number (ALN), Maintenance Due Date (MDD) and quantity shall be encoded as a single "message". See Figure D.4.b.1. The ALN shall be encoded with the dashes. A space (encoded) shall be placed between the ALN and the MDD and between the MDD and quantity. The MDD or Expiration Date shall be a 4-digit data element representing the month (01 through 12) and the last two digits of the year. MDD date is calculated by adding the shelf life of the CLIN to the month and year of production of the ammunition lot.



**FIGURE D.4.b.1**



The shelf life for

CLIN 0001 is 8 years and 0 months.

5. Traceable Seals for shipping containers:

a. Traceable seals are required for delivery of all "ready to issue" (condition code A, B, C, or N) or "pending acceptance" (condition code D) ammunition and ordnance items, including inert configuration items. Traceable seals provide an indication of security and certification of material serviceability and apply to more than just hazardous materials.

b. The contractor shall ensure traceable seals are properly affixed in accordance with these requirements:

1. Traceable seals are applied to each shipping and storage container at the time of packaging. The shipping container will normally be the outer container.

2. WIRE SEALS: A wire seal is a wire length with a lead or aluminum disk or pellet which is crimped or crushed using a die which imprints a "U.S." symbol on the disk/pellet. Wire seals are applied to containers having provisions or means for application of wire seals, e.g., metal containers, drums, or cradles and wood boxes with hinged covers and/or latches.

3. LABEL SEALS: A label seal is a nonmetallic label with a pressure sensitive backing and which is printed or stamped with a "U.S." symbol. Label seals are applied to containers which do not have provisions or means for application of wire seals, e.g., fiberboard or wood boxes without hasps or latches.

4. Label seals shall be applied such that the label must be cut or defaced in order to open a container. Adhesives shall adhere well enough to prevent peeling during shipping conditions and well enough to prevent lifting and replacement of the label. Particular consideration shall be given to label seals required to adhere to wood and fiberboard surfaces.

## **SECTION D - MIL-STD-1168 - AMMUNITION LOT NUMBERING**

Ammunition lot numbering shall be in accordance with MIL-STD-1168. The applicable lot interfix series number will be furnished in the signed contract.

\*Lot number formulation shall consist of the following:

(1) The contractor symbol: Only approved symbol is to be used. Requests for approval of marking symbol are to be submitted in accordance with MIL-STD-1461, via the Government Inspector.

(2) The year and the alpha code designating the month in which final assembly for end item of the representative lot begins.

(3) The assigned lot interfix number.

(4) The sequence number shall be consecutive for each production lot manufactured under this contract.

(5) Serialization of sub-assembly or end item under this contract shall begin with the number "1" and be consecutively numbered for each new lot manufactured. MIL-STD-1168 paragraph 3.33's last sentence, "Serial numbers shall not be repeated on the same part number item regardless of changes in lot numbers.", is not applicable to this contract.

(6) When grouped lots occur, kit lot formulation shall use lot identifier code "G". NOTE: Serial numbers (S/N's) are not part of the lot number. S/N's shall be assigned separately and in sequence.

(Ex. = Lot ABC97J009G001, S/N's 001-018)

## SECTION E - INSPECTION AND ACCEPTANCE

(WCA's/Canopy & Hatch)

1. The Contractor shall provide and maintain a quality program acceptable to the Government and modeled on ISO 9001, or an equivalent quality system (MIL-Q-9858 is one such equivalent). The offer shall indicate the quality system proposed and if other than ISO 9001 or MIL-Q-9858, how it is equivalent via a separate letter submitted with your offer.
2. Radiographic equipment and procedures shall meet the standards stipulated in specification ASTM E1742.
3. Radiographic operators shall meet the standards stipulated in specification NAS 410.
4. The Contractor shall submit radiographic film as marked (X) below:

X-RAYS (per ASTM E1742)	N-RAYS (per ASTM E748)	Sample / LOT Description
		First Article Sample
X	X	LOT Acceptance Test Samples
		Production Lot Units
X	X	Explosive Sub-Assemblies (i.e., NON-GFM CTGS, Booster Sleeves, etc..)

5. In order to fulfill contractual requirements, the Contractor must submit acceptable radiographs. Radiographs not conforming to the requirements specified in Section E – Inspection and Acceptance will not be reviewed by IHDIVNAVSURFWARCEN. Disposition of non-conforming radiographs will be by mutual agreement of the parties.
6. Radiographic test technique and sample plate for X-rays and N-rays, as applicable, shall be submitted to and approved by the activity cited in paragraph 11, 45 days before LAT submission.
  - a. Test technique information for **X-rays** is specified in section 6 of ASTM E1742 in accordance with DD 1423 sequence number **A006**. The radiographic sample plate shall display an adequate number of units. Units shall be positioned on the radiographic plate at the areas of minimum and maximum geometric distortion. Sample Plate film shall be of the same size and type as used for the production lot. Film densities below 1.5 are permitted when agreed upon between the cognizant engineering organization and the NDT facility.
  - b. Test technique information for **N-rays** is specified in section 5 paragraph 5.3 of ASTM E748 to include detail requirements as specified in Section 6 of ASTM E1742 in accordance with DD 1423 sequence number **A007**. The radiographic sample plate shall display an adequate number of units. Units shall be positioned on the radiographic plate at the areas of minimum and maximum geometric distortion. Sample Plate film shall be of the same size and type as used for the production lot.
7. Written approval of the sample plate shall be received prior to performing radiographic inspection of the production lot units. The Contractor shall then follow the approved technique to produce subsequent radiographs with the same quality as the approved sample plate. Any change in the approved radiographic technique requires submittal and approval of a new radiographic sample plate at the Contractor's expense.
8. An acceptable radiographic test technique and sample plate is required for each line item on every contract.
9. When submitting the radiographic film, the Contractor shall also submit a report of radiographic inspection. This report shall clearly indicate the units subjected to radiographic inspection by the following data:

- Item Nomenclature and DODIC
- Government drawing or part number
- Complete lot number
- Span of serial numbers displayed
- Complete contract number
- Nonconforming units by serial number

Any units found to be nonconforming shall be clearly identified. The specific nature of the non-conformance shall be cited, i.e., minor, major, critical, as well as any assignable cause or analysis related to the occurrence. The Inspection report shall include specific verifications performed, i.e. explosive train free of gaps, voids, and cracks; all charges and components present; etc.

10. When undergoing radiographic inspection, each unit in the sample or lot shall be permanently serialized in consecutive numerical order beginning with the number "001" before radiographic inspection. The numbering shall be from left to right, top to bottom with the first item on the left of each row having the lowest serial number. All units shall be arranged on trays or boards in consecutive numerical order. Radiographs shall reveal internal components. This may require using various techniques which may include multiple film loading or additional orientation of unit(s). Any discontinuities in the serial numbers displayed shall be clearly marked on the representative radiographic plate. Specific reasons for the missing serial number(s) and all rejects from the Contractor and QAR inspections prior to radiographic inspection shall be recorded on the radiographic inspection report as described in paragraph 9 and forwarded with the LAT sample. Duplicate serial numbers shall never be used within a production lot. Row-unit-quantities shall be consistent except the ending row of the production lot, which may vary. In addition, serial numbers shall appear at the end of each row when more than 100 units appear on one X-ray film sheet; these serial numbers may appear on tape and be affixed to the X-ray film.

11. This radiographic film shall be shipped prepaid. The radiographic film may be sent prior to or concurrently with the first article or lot acceptance test samples, under separate cover, to the activity shown below:

COMMANDER  
CODE 5310Q/LINDA COLEMAN  
IHDI VNAV SURFWARCEN  
BLDG 1557  
101 STRAUSS AVENUE  
INDIAN HEAD MD 20640-5035

12. All radiographic film shall be retained by the Government. All radiographic plates shall display a permanent identification of the following information:

Item Nomenclature and DODIC  
Government Drawing or Part Number  
Complete Lot Number  
Span of Serial Numbers Displayed  
Complete Contract Number

13. Explosive subassembly, i.e., detonators, transfer boosters, shall be identified with serial numbers in numerical order beginning with the number "1" in each production lot. A marriage log is to be provided in accordance with DD 1423, sequence number, **A008**.

14. The production lot shall be held at the Contractor's plant until written notification is issued by the Contracting Officer regarding the disposition of the production lot(s). This follows completion of the Lot Acceptance Testing and review of the production lot radiographs (if required) by NSWC, Indian Head.

15. All documentation, i.e., packing slip, invoice, DD 250, etc., accompanying the radiographic film shall clearly indicate, as a minimum, the following information:

Contract Number  
Item Nomenclature  
National Stock Number (NSN)  
Department of Defense Identification Code (DODIC)  
Lot Number

16. Due to the critical nature and safety application of these items, the Contractor and the QAR are cautioned that it is mandatory to assure the correct identification and nomenclature are assigned for all item and shipping containers prior to shipment.

17. Items containing cartridges/subassemblies shall be identified on a Marriage Log and submitted with radiographs. The Marriage Log shall be in Contractor's choice of format in accordance with DD 1423, sequence number, **A008**.

## SECTION E - PRODUCTION LOT TEST SAMPLES (NSWC TESTING)

1. Test samples are required from each production lot. A production lot shall consist of: Net deliverable quantity, plus additional units for Lot Acceptance Test, in accordance with Section B. The performance, tests, and/or other characteristics, which the sample units must meet, shall be in accordance with the requirements of Section C of this contract.
2. Delivery: The production lots must be manufactured and presented to the Government Quality Assurance Representative (QAR) with all applicable documentation. The documentation (DD 250's, and DD 1650's) accompanying the production lot test samples shall contain the contract number, item, lot number identification, DODIC, NSN, and serial numbers (if applicable). The presentation of the lot shall be in time for the QAR to select the production test samples on or before the scheduled delivery date for production units specified in Section F of the contract. The samples shall be selected, at random, from each production lot, by the Government's QAR.

**NOTE:** The manufacture and presentation of the proper number of production units to the QAR for selection of LAT samples will be considered as meeting the contract delivery schedule.

**NOTE:** Sample units removed for testing from different lots shall not be commingled.

3. After the selection of the production lot samples, the samples shall be furnished and shipped by the Contractor to the testing activity set forth in paragraph 4 at no additional charge to the Government.
4. The following activity will conduct production lot testing:

Ship to:	INDIAN HEAD DIVISION	Mark for:	Lot Acceptance
	NAVAL SURFACE WARFARE CENTER		Test Samples
	101 STRAUSS AVENUE		Code 3110 CAD Test
	INDIAN HEAD MD 20640-5035		

5. The production lot test samples shall not be considered received until all data necessary to evaluate the samples is received. This data includes, but is not limited to, radiographic requirements specified in Section E - Inspection and Acceptance, DD Form 1650, and DD Form 250.

6. Disposition of Production Lot Test Sample(s):

Units submitted for Production Lot Testing are subject to destructive testing. These units cannot be used to meet fleet support requirements. Samples tested will not be returned to the Contractor. However, in the event there is a failure, or samples are rejected for some other reason, the Contractor may request the return of units not destroyed during testing and/or residual material for disposition/examination. The written request to return rejected units/material shall be received by the Contracting Officer, with a concurrent copy to the testing activity, within fifteen (15) days after notification of rejection. Units/material will be returned at the Contractor's expense.

7. All other contractual requirements, such as acceptance, shipment, and payment will not be accomplished until the production lot test samples have been tested, approved, and released for service use. The Contractor shall not make shipment of the production lot until receipt of written notification of approval.
8. The only valid and contractually binding notification of production lot approval, conditional approval, or disapproval shall be in writing and issued by the Contracting Officer. This notification shall be made to the Contractor within sixty (60) calendar days after receipt of the production lot test samples and all necessary data by the Government Testing Activity. Upon receipt of written notice accepting a production lot, shipment shall be made as soon as possible and no later than fifteen (15) calendar days after receipt of such notice.
9. The notice of approval or conditional approval shall not relieve the Contractor from complying with all requirements of the specifications and all other terms and conditions of this contract.
10. A notice of conditional approval shall state any further action required of the Contractor. In the event the test sample fails to meet the requirements of the specification or drawing, the contractor may be required by the contracting officer to submit a failure analysis and corrective action report (DD Form 1423, sequence number, **A009**).

11. A notice of disapproval shall cite reasons for such. If any production lot test sample(s) is disapproved by the Government, the Contractor may be required, at the option of the Government, to submit an additional production lot test sample(s) for test. After each notification by the Government to submit an additional production lot test sample(s), the Contractor shall - at no additional cost to the Government - make any necessary changes, modifications, or repairs to the production lot or the Government QAR may be required to select another test sample for testing. Such additional test sample(s) shall be furnished to the Government under the terms and conditions and within the time specified in the notification. The Government shall take action on this test sample(s) within sixty (60) calendar days after receipt. The cost of each additional approval test required due to contractor causes, and all costs related to such test(s) shall be borne by the Contractor. \*\*Retest costs are specified below. In the event the Government requires resubmission of production lot test sample(s), the Contracting Officer will equitably adjust the delivery schedule of the contract for only the lot represented by such samples. The Government reserves the right to require an equitable decrease of the contract price for any extension of the delivery schedule necessitated by additional tests.

12. If the Contractor fails to deliver any production lot test sample(s) for test within the time or times specified, or if the Contracting Officer disapproves any production lot test sample(s), the Contractor may be deemed to have failed to make delivery within the meaning of "Default" clause of this contract, and this contract may be subject to termination for default. However, failure of the Government to terminate this contract for default shall not relieve the Contractor of the responsibility to meet the delivery schedule for production quantities.

13. In the event the Contracting Officer does not approve, conditionally approve, or disapprove the production lot test sample(s) within the time specified above, the Contracting Officer shall, upon timely written request made by the Contractor, make a determination of the delay occasioned the Contractor thereby, and shall equitably adjust the delivery or performance dates and/or the contract price, and any other contractual provision affected by such delay, in accordance with the procedures provided in the "Changes-Fixed Price" clause. Failure to agree to any adjustment shall be a dispute concerning a question of fact within the meaning of the clause of this contract entitled "Disputes".

14. Acceptance of the production lot(s) shall be the responsibility of the cognizant DCMA representative. Acceptance may only be made after lot test approval has been issued by the Contracting Officer.

\*\*Retest cost for: Item 0001 \$ 5,018.00

NOTE: Test costs are based on actual rates in effect at the time of issuance of the solicitation. In the event of a test failure, actual cost at the time of retest will be assessed.

## SECTION E - AMMUNITION DATA CARDS AND MATERIAL INSPECTION AND RECEIVING REPORT

1. Under the direction of MIL-STD-1168, the Contractor shall furnish DD 1650 Ammunition Data Cards (ADC) for each shipment (test and production) as generated from Ammunition Lot Record and Malfunction System (ALRAM). Preparation instructions are found in DI-MISC-80043 and Government furnished software, see [URL](#) listed below. Contractor shall furnish a signed printout of DD 1650 in blue ink and data diskette copy to the address listed in paragraph 3. of this section. All components and subassemblies shall be listed on the DD 1650 (Block 24) per DI-MISC-80043, paragraph 3. in accordance with DD 1423 sequence number **A010**.

ALRAM - <ftp://ftp.ih.navy.mil/pub/incoming/cadpad/alam1.exe>

MIL-STD-1168 - <ftp://ftp.ih.navy.mil/pub/incoming/cadpad/milstd1168b.pdf>

DI-MISC-80043 - <ftp://ftp.ih.navy.mil/pub/incoming/cadpad/dimisc80043A.pdf>

2. Lot numbers for all explosive components and explosive subassemblies shall be in accordance with MIL-STD-1168, Ammunition Lot Numbering and included in Block 24 of DD 1650.

3. Explosive Configuration Item subassembly DD 1650 shall be submitted under one of the following conditions;
- A different manufacturer supplies explosive subassembly to be assembled into end item device, or
  - Contractor manufactures large quantities of explosive subassemblies to be assembled into more than one lot of end item devices.

Contractor shall finish explosive subassembly DD 1650 printout and data diskette to:

COMMANDER, CODE 5310Q/LINDA COLEMAN

IHDIVNAVSURFWARCEN, BLDG 1557

101 STRAUSS AVENUE

INDIAN HEAD, MD 20640-5035

Subassembly DD 1650 shall be furnished only once for each new subassembly lot of material. End item shipment shall not contain subassembly DD 1650 printout copies.

4. In accordance with the DFAR clause at 252.246-7000, Material Inspection and Receiving Report, the Contractor shall furnish DD 250 Material Inspection and Receiving Report at the time of each delivery (test and production). Preparation instructions are found in the DFAR Supplement Appendix F.

If the date cited in Block 3 of the DD 250 is an estimated "ship date", the Contractor shall make distribution of a corrected DD 250 indicating the "actual ship date" within 24 hours after actual shipment.

The following additional data shall be furnished on the DD 250:

- Complete lot number, lot expiration date (month and year), and shelf-life of the item.

Example: As it should appear on the DD 250  
XYZ90A001-001 (January 1996)  
Shelf Life: 6 Years

Note: Shelf life is provided in Section D – Packaging and Marking paragraph 4.b.

- Total lot size (consists of net, test, and investigative).
  - Serial numbers of units shipped to consignee.
  - Net quantity shipped to destination.
    - Item quantity shipped to consignee
    - Total item quantity shipped to consignee
    - Item quantity due consignee
5. The contractor shall make distribution of the DD Form 1650 hardcopy and DD Form 250 in accordance with the information provided in Section H no later than 24 hours after shipment. When Item 0001, 0002, etc. is indicated under the designator, the Contractor shall furnish all shipping documents for all subclins under that line item.

## SECTION E

### **\*NAVICPEA04 INSPECTION, ACCEPTANCE, AND PLACE OF PACKAGING (NAVICP-M) (JAN 1993)**

Supplies furnished hereunder shall be inspected at (X) contractor's and/or subcontractor's plant or ( ) destination. Acceptance shall be at (X) contractor's and/or subcontractor's plant or ( ) destination.

If supplies will be packaged at a location different from the offeror address indicated on the solicitation, the offeror shall provide the name and street address of the packaging location:

Packaging House

Address

### **\*52.246-11 HIGHER-LEVEL CONTRACT QUALITY REQUIREMENT (FEB 1999) (NAVICP REVIEW FEB 1999)**

The Contractor shall comply with the higher-level quality standard selected below. (If more than one standard is listed, the offeror indicate its selection by checking the appropriate block.)

Title Number	Date	Tailoring
--------------	------	-----------

ISO-9001		
----------	--	--

Contracting Officer insert the title, number (if any), date, and tailoring (if any) of the higher-level quality standards (NOTE: When checked, quality/inspection plan subject to Navy review and approval.)

\*52.246-2 INSPECTION OF SUPPLIES--FIXED-PRICE (AUG 1996)

52.246-16 RESPONSIBILITY FOR SUPPLIES (APR 1984)

## SECTION F - DELIVERIES OR PERFORMANCE

### SECTION F - DELIVERIES

Unless otherwise indicated in this contract, accelerated delivery is desirable and acceptable. The addresses for the activities designated to receive supplies are listed below:

LINE / SUBLINE ITEM AND QTY	SHIP TO:	MARK FOR:
0001AB,20 LATs	N00174 INDIAN HEAD DIVISION NAVAL SURFACE WARFARE CENTER 101 STRAUSS AVENUE INDIAN HEAD, MD 20640-5035	LOT Acceptance Test Samples Code 3110 CAD Test
0001AC,92 ea	N00174 INDIAN HEAD DIVISION NAVAL SURFACE WARFARE CENTER 101 STRAUSS AVENUE INDIAN HEAD, MD 20640-5035	NAVY STOCK and ISSUE,COG 2E PAN FY02
0001AD, 6 ea	*	*

\* Shipping Instruction to follow at a later date

NOTE: The above mark for (M/F) information is to be noted on the DD 250 (Block 14) for each applicable subline item.

### SECTION F - FOREIGN MILITARY SALES (FMS) SHIPMENTS

a) The Cognizant DCMC Transportation Office shall forward copies of the Notice of Availability for all FMS shipments to the activities listed below:

COMMANDER  
CODE 5310Q/LINDA COLEMAN  
IHDIVNAVSURFWARCEN  
BLDG 1557  
101 STRAUSS AVENUE  
INDIAN HEAD MD 20640-5035

DEPUTY COMMANDER FOR INTERNATIONAL PROGRAMS  
NAVAL INVENTORY CONTROL POINT  
CODE 7533 NAVICP\_FMS\_CONTRACTS@ICPPHIL.NAVY.MIL  
700 ROBBINS AVENUE  
PHILADELPHIA PA 19111-5098



## SECTION F

### \*NAVICPFA01 NOTICE REGARDING F.O.B. POINT (NAVICP-M) (JAN 1993)

Offers/Bids submitted on an F.O.B. basis other than that required by the Solicitation.

( ) shall be rejected as non-responsive.

(X) may be rejected as unacceptable.

\*52.211-17 DELIVERY OF EXCESS QUANTITIES (SEP 1989)

52.247-29 F.O.B. ORIGIN (JUN 1988)

52.247-30 F.O.B. ORIGIN, CONTRACTOR'S FACILITY (APR 1984)

52.247-52 CLEARANCE AND DOCUMENTATION REQUIREMENTS--SHIPMENTS TO DOD AIR OR WATER  
TERMINAL TRANSSHIPMENT POINTS (APR 1984)

52.247-55 F.O.B. POINT FOR DELIVERY OF GOVERNMENT-FURNISHED PROPERTY (APR 1984)

5252.225-9406 VERIFICATION OF "SHIP TO" AND/OR "AVAILABILITY OF ADDRESS" (JAN 92)

### \*52.211-8 TIME OF DELIVERY

(a) The Government requires delivery to be made according to the following schedule:

#### REQUIRED DELIVERY SCHEDULE

<u>ITEM</u>	<u>QUANTITY</u>	<u>DAYS</u>
0001AC	92 EACH	180 DAYS ADC
0001AD	6 EACH	180 DAYS ADC

The Government will evaluate equally, as regards time of delivery, offers that propose delivery of each quantity within the applicable delivery period specified above. Offers that propose delivery that will not clearly fall within the applicable required delivery period specified above, may be considered non-responsive and rejected. The Government reserves the right to award under either the required delivery schedule or the proposed delivery schedule, when an offeror offers an earlier delivery schedule than required above. If the offeror proposes no other delivery schedule, the required delivery schedule above will apply.

#### OFFERORS PROPOSED DELIVERY SCHEDULE

<u>ITEM</u>	<u>QUANTITY</u>	<u>DAYS</u>
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(b) Attention is directed to the Contract Award provision of the solicitation that provides that a written award or acceptance of offer mailed, or otherwise furnished to the successful offeror, results in a binding contract. The Government will mail or otherwise furnish to the offeror an award or notice of award not later than the day award is dated. Therefore, the offeror should compute the time available for performance beginning with the actual date of award, rather than the date the written notice of award is received from the Contracting Officer through the ordinary mails. However, the Government will evaluate an offer that proposes delivery based on the Contractor's date of receipt of the contract or notice of award by adding (1) five calendar days for delivery of the award through the ordinary mails, or (2) one working day if the solicitation states that the contract or notice of award will be transmitted electronically. (The term "working day" excludes weekends and U.S. Federal holidays.) If, as so computed, the offered delivery date is later than the required delivery date, the offer May be considered nonresponsive and rejected.

## SECTION G – ACCOUNTING DATA

Accounting data will be cited at time of award.

## SECTION H - SPECIAL DISTRIBUTION

**NOTE:** "\*" = Hard Copy

"\*\*\*" = Provisional for LAT's only

When 0001\* is indicated under the designator, the designee shall receive the designated copies of all DD 1650s and/or DD 250s plus shipping documents under all clins.

<u>DD1650</u>	<u>DD250</u>	<u>DESIGNATOR/CLIN</u>	<u>DESIGNEE</u>
1*	1	0001*	CONTRACT ADMINISTRATION OFFICE
1*	1	0001*	GOVERNMENT QUALITY ASSURANCE REPRESENTATIVE
	1	0001AD	TRANSPORTATION OFFICE ISSUING GBL (ATTACH TO GBL MEMORANDUM COPY)
			COMMANDER IHDIIVNAVSURFWARCEN BLDG 1557 101 STRAUSS AVENUE INDIAN HEAD MD 20640-5035
1*	1	0001*	CODE 5310Q/LINDA COLEMAN
1*		0001	CODE 5220Q
			COMMANDER NAVAL INVENTORY CONTROL POINT PO BOX 2020 5450 CARLISLE PIKE MECHANICSBURG PA 17055-0788
	1	0001*	CODE 0242
			COMMANDER NAVAL AMMUNITION LOGISTICS CENTER PO BOX 2011 5450 CARLISLE PARK MECHANICSBURG PA 17055-0735
	1	0001*	CODE 32L
1	1	0001AD	DEPUTY COMMANDER FOR INTERNATIONAL PROGRAMS NAVAL INVENTORY CONTROL POINT CODE 7532 700 ROBBINS AVENUE PHILADELPHIA PA 19111-5098
1*		0001	COMMANDER US ARMY MUNITIONS AND ARMAMENTS COMMAND ATTN: SOSMA-PRQ 1 ROCK ISLAND ARSENAL ROCK ISLAND IL 61299-6000
1*	1	0001	CONSIGNEE

DD250's accompanying the shipment are to be attached as follows:

### TYPE OF SHIPMENT - LOCATION

**Carload or truckload** - Affix to the shipment where it will be readily visible and available upon request.

**Less than carload or truckload** - Affix to container number one or container bearing lowest number.

**Mail, including parcel post** - Attach to outside or include in the package. Include a copy in each additional package of multi-package shipments.

## SECTION H - PROGRAM PLAN

1. The program plan provides technical and schedule data / information which is used to describe the approach, resources and needs of the contractor to perform the effort. The program plan **format** shall be contractor selected. The submission shall either be digital (pdf format) or securely bound 8 ½ x 11 inch white paper. One way foldouts maybe used for graphic material. The plan shall be unclassified. The program plan shall be an integrated document showing technical and schedule data to a common base, the contract work breakdown structure (CWBS) or its planning equivalent, reference MIL-HDBK-881. The plan shall specifically contain the following:

- a. Introduction to the plan.
- b. Milestone chart. A detailed program milestone chart covering the major activities of the program (product and data (CDRLs) delivers, tests, etc)
- c. Purchase chart. A chart depicting major subcontracts and equipment or material purchases, the date and approximate amount of each.

2. The contractor shall submit a program plan and future revisions if the plan schedule changes in accordance with DD 1423, sequence number.

**A011.** The plan submittal and revisions will be used in lieu of production progress reports. Revisions will be at no additional cost to the Government. The program plan shall be distributed as follows:

COMMANDER  
CODE 0242  
NAVAL INVENTORY CONTROL POINT  
PO BOX 2020 5450 CARLISLE PIKE  
MECHANICSBURG PA 17055-0788

COMMANDER  
CODE 5310Q/LINDA COLEMAN  
IHDIVNAVSURFWARCEN  
BLDG 1557  
101 STRAUSS AVENUE  
INDIAN HEAD MD 20640-5035

The Administrative Contracting Officer / cognizant DCMC indicated in Block 6 of SF26.

Program plan revisions shall additionally include discussion of:

- (1) The causes of the schedule change,
- (2) Items and quantities affected,
- (3) If and when a delinquency started or is anticipated to start,
- (4) Recovery actions to overcome the delinquency.
- (5) Proposed schedule revision

## SECTION I - 252.223-7007 SAFEGUARDING SENSITIVE CONVENTIONAL ARMS, AMMUNITION, AND EXPLOSIVES

(a) Definition

"Arms, ammunition, and explosives (AA&E)," as used in this clause, means those items within the scope (chapter 1, paragraph B) of DoD 5100.76-M, Physical Security of Sensitive Conventional Arms, Ammunition, and Explosives.

(b) The requirements of DoD 5100.76-M apply to the following items of AA&E being developed, produced, manufactured or purchased for the Government, or provided to the Contractor as Government-furnished property under this contract:

<u>NOMENCLATURE</u>	<u>NATIONAL STOCK NUMBER</u>	<u>SENSITIVITY CATEGORY</u>
Mild Detonating Cord Assembly	1377-01-136-7571, MG40	UNCATEGORIZED

(c) The Contractor shall comply with the requirements of DoD 5100.76-M, as specified in the statement of work. The edition of DoD 5100.76-M in effect on the date of issuance of the solicitation for this contract shall apply.

(d) The Contractor shall allow representatives of the Defense Investigative Service (DIS), and representatives of other appropriate offices of the Government, access at all reasonable times into its facilities and those of its subcontractors, for the purpose of performing surveys, inspections, and investigations necessary to review compliance with the physical security standards applicable to this contract.

(e) The Contractor shall notify the cognizant DIS field office of any subcontract involving AA&E within 10 days after award of the subcontract.

(f) The Contractor shall ensure that the requirements of this clause are included in all subcontracts, at every tier--

- (1) For the development, production, manufacture, or purchase of AA&E; or
- (2) When AA&E will be provided to the subcontractor as Government-furnished property.

(g) Nothing in this clause shall relieve the Contractor of its responsibility for complying with applicable Federal, state, and local laws, ordinances, codes, and regulations (including requirements for obtaining licenses and permits) in connection with the performance of this contract.

## SECTION I

### **\*52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)**

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at these addresses:

<http://farsite.hill.af.mil/>

<http://www.arnet.gov/far>

<http://www.acq.osd.mil/dp/dars/dfars/tochtml.htm>

<http://farsite.hill.af.mil/VFDFARa.htm>

- 52.203-3 GRATUITIES (APR 1984)
- 52.203-7 ANTI-KICKBACK PROCEDURES (JUL 1995)
- 52.203-8 CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)
- 52.203-10 PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)
- 52.203-12 LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (JUN 1997)
- 52.204-4 PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER (AUG 2000)
- 52.209-6 PROTECTING THE GOVERNMENT'S INTEREST WHEN SUB-CONTRACTING WITH CONTRACTORS  
DEBARRED, SUSPENDED OR PROPOSED FOR DEBARMENT (JUL 1995)
- \*52.211-5 MATERIAL REQUIREMENTS (AUG 2000)
- 52.215-2 AUDIT AND RECORDS—NEGOTIATION (JUNE 1999)
- 52.215-8 ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT (OCT 1997)
- 52.219-4 NOTICE OF PRICE EVALUATION PREFERENCE FOR HUBZONE SMALL BUSINESS CONCERNS (JAN 1999)
- 52.219-8 UTILIZATION OF SMALL BUSINESS CONCERNS (OCT 2000)
- \*52.222-1 NOTICE TO THE GOVERNMENT OF LABOR DISPUTES (FEB 1997)
- \*52.222-3 CONVICT LABOR (AUG 1996)
- \*52.222-4 CONTRACT WORK HOURS AND SAFETY STANDARDS ACT-OVERTIME COMPENSATION (SEP 2000)
- \*52.222-20 WALSH-HEALEY PUBLIC CONTRACTS ACT (DEC 1996)
- \*52.222-26 EQUAL OPPORTUNITY (FEB 1999)
- \*52.222-29 NOTIFICATION OF VISA DENIAL (FEB 1999)
- \*52.222-35 AFFIRMATIVE ACTION FOR DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA (FEB 2001)
- \*52.222-36 AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES (JUN 1998)
- \*52.222-37 EMPLOYMENT REPORTS ON DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA (JAN 1999)
- \*52.223-6 DRUG-FREE WORKPLACE (MAY 2001)
- 52.223-13 CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING (OCT 2000)
- 52.225-4 BUY AMERICAN ACT -- NORTH AMERICAN FREE TRADE AGREEMENT ISRAELI TRADE ACT -- BALANCE  
OF PAYMENTS PROGRAM CERTIFICATE (FEB 2000)
- 52.225-8 DUTY-FREE ENTRY (FEB 2000)
- \*52.225-13 RESTRICTION ON CERTAIN FOREIGN PURCHASES (JUL 2000)
- 52.227-1 AUTHORIZATION AND CONSENT (JUL 1995)
- \*52.227-2 NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT (AUG 1996)
- \*52.227-3 PATENT INDEMNITY (APR 1984)
- 52.229-3 FEDERAL, STATE, AND LOCAL TAXES (JAN 1991)
- \*52.229-5 CONTRACTS PERFORMED IN U.S. POSSESSIONS OR PUERTO RICO (APR 1984)
- \*52.232-8 DISCOUNTS FOR PROMPT PAYMENTS (MAY 1997)
- \*52.232-11 EXTRAS (APR 1984)
- \*52.232-17 INTEREST (JUN 1996)
- \*52.232-23 ASSIGNMENT OF CLAIMS (JAN 1986)
- \*52.232-25 PROMPT PAYMENT (MAR 2001)
- \*52.232-33 PAYMENT BY ELECTRONIC FUNDS TRANSFER--CENTRAL CONTRACTOR REGISTRATION (MAY 1999)
- \*52.233-1 DISPUTES (DEC 1998)
- \*52.233-3 PROTEST AFTER AWARD (AUG 1996)
- \*52.236-7 PERMITS AND RESPONSIBILITIES (NOV 1991)
- 52.242-10 F.O.B. ORIGIN--GOVERNMENT BILLS OF LADING OR PREPAID POSTAGE (APR 1984)
- \*52.242-12 REPORT OF SHIPMENT (REPSHIP) (JUL 1995)
- 52.242-13 BANKRUPTCY (JUL 1995)
- \*52.242-15 STOP-WORK ORDER (AUG 1989)
- \*52.242-17 GOVERNMENT DELAY OF WORK (APR 1984)
- \*52.243-1 CHANGES--FIXED PRICE (AUG 1987)
- 52.246-23 LIMITATION OF LIABILITY (FEB 1997)
- 52.248-1 VALUE ENGINEERING (FEB 2000)
- 52.249-2 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) (SEP 1996)
- \*52.249-8 DEFAULT (FIXED-PRICE SUPPLY AND SERVICE) (APR 1984)

\*52.253-1 COMPUTER GENERATED FORMS (JAN 1991)  
 252.203-7001 PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE-CONTRACT-RELATED FELONIES (MAR 1999)  
 \*252.204-7000 DISCLOSURE OF INFORMATION (DEC 1991)  
 \*252.204-7002 PAYMENT FOR SUBLINE ITEMS NOT SEPARATELY PRICED (DEC 1991)  
 \*252.204-7003 CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT (AUG 1992)  
 \*252.204-7004 REQUIRED CENTRAL CONTRACTOR REGISTRATION (MAR 2000)  
 252.209-7000 ACQUISITIONS FROM SUBCONTRACTORS SUBJECT TO ON-SITE INSPECTION UNDER THE INTERMEDIATE RANGE NUCLEAR FORCES (INF) TREATY (NOV 1995)  
 252.223-7004 DRUG-FREE WORK FORCE (SEP 1988)  
 \*252.225-7001 BUY AMERICAN ACT AND BALANCE OF PAYMENTS PROGRAM (MAR 1998)  
 \*252.225-7002 QUALIFYING COUNTRY SOURCES AS SUBCONTRACTORS (DEC 1991)  
 252.225-7005 IDENTIFICATION OF EXPENDITURES IN THE UNITED STATES (DEC 1991)  
 \*252.225-7009 DUTY FREE ENTRY--QUALIFYING COUNTRY SUPPLIES (END PRODUCTS AND COMPONENTS) (AUG 2000)  
 252.225-7010 DUTY-FREE ENTRY--ADDITIONAL PROVISIONS (AUG 2000)  
 252.225-7012 PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES (AUG 2000)  
 252.225-7025 RESTRICTON ON ACQUISITION OF FORGINGS (JUN 1997)  
 252.225-7028 EXCLUSIONARY POLICIES AND PRACTICES OF FOREIGN GOVERNMENTS (DEC 1991)  
 252.225-7031 SECONDARY ARAB BOYCOTT OF ISRAEL (JUN 1992)  
 \*252.227-7013 RIGHTS IN TECHNICAL DATA-NONCOMMERCIAL ITEMS (NOV 1995)  
 \*252.227-7028 TECHNICAL DATA OR COMPUTER SOFTWARE PREVIOUSLY DELIVERED TO THE GOVERNMENT (JUN 1995)  
 \*252.227-7030 TECHNICAL DATA-WITHHOLDING OF PAYMENT (MAR 2000)  
 \*252.227-7036 DECLARATION OF TECHNICAL DATA CONFORMITY (JAN 1997)  
 \*252.227-7037 VALIDATION OF RESTRICTIVE MARKINGS ON TECHNICAL DATA (SEP 1999)  
 252.242-7003 APPLICATION FOR U.S. GOVERNMENT SHIPPING DOCUMENTATION/INSTRUCTIONS (DEC 1991)  
 \*252.243-7001 PRICING OF CONTRACT MODIFICATIONS (DEC 1991)  
 \*252.246-7000 MATERIAL INSPECTION AND RECEIVING REPORT (DEC 1991)  
 \*252.246-7001 WARRANTY OF DATA (DEC 1991)

#### **52.203-6 RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (JUL 1995)**

(a) Except as provided in (b) of this clause, the Contractor shall not enter into any agreement with an actual or prospective subcontractor, nor otherwise act in any manner, which has or may have the effect of restricting sales by such subcontractors directly to the Government of any item or process (including computer software) made or furnished by the subcontractor under this contract or under any follow-on production contract.

(b) The prohibition in (a) of this clause does not preclude the Contractor from asserting rights that are otherwise authorized by law or regulation.

(c) The Contractor agrees to incorporate the substance of this clause, including this paragraph (c), in all subcontracts under this contract which exceed \$100,000.

#### **52.215-14 INTEGRITY OF UNIT PRICES (OCT 1997)**

(a) Any proposal submitted for the negotiation of prices for items of supplies shall distribute costs within contracts on a basis that ensures that unit prices are in proportion to the items base cost (e.g., manufacturing or acquisition costs). Any method of distributing costs to line items that distorts unit prices shall not be used. For example, distributing costs equally among line items is not acceptable except when there is little or no variation in base cost. Nothing in this paragraph requires submission of cost or pricing data not otherwise required by law or regulation.

(b) When requested by the Contracting Officer, the Offeror/Contractor shall also identify those supplies that it will not manufacture or to which it will not contribute significant value.

(c) The Contractor shall insert the substance of this clause, less paragraph (b), in all subcontracts for other than: acquisitions at or below the simplified acquisition threshold in FAR Part 2; construction or architect-engineer services under FAR Part 36; utility services under FAR Part 41; services where supplies are not required; commercial items; and petroleum products.

#### **\*52.223-3 HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA (JAN 1997)**

(a) "Hazardous material," as used in this clause, includes any material defined as hazardous under the latest version of Federal Standard No. 313 (including revisions adopted during the term of the contract).

(b) The offeror must list any hazardous material, as defined in paragraph (a) of this clause, to be delivered under this contract. The hazardous material shall be properly identified and include any applicable identification number, such as National Stock Number or Special Item Number. This information shall also be included on the Material Safety Data Sheet submitted under this contract.

Material  
(if none, insert "NONE")

Identification No.

- (c) This list must be updated during performance of the contract whenever the Contractor determines that any other material to be delivered under this contract is hazardous.
- (d) The apparently successful offeror agrees to submit, for each item as required prior to award, a Material Safety Data Sheet, meeting the requirements of 29 CFR 1910.1200(g) and the latest version of Federal Standard No. 313, for all hazardous material identified in paragraph (b) of this clause. Data shall be submitted in accordance with Federal Standard No. 313, whether or not the apparently successful offeror is the actual manufacturer of these items. Failure to submit the Material Safety Data Sheet prior to award may result in the apparently successful offeror being considered nonresponsible and ineligible for award.
- (e) If, after award, there is a change in the composition of the item(s) or a revision to Federal Standard No. 313, which renders incomplete or inaccurate the data submitted under paragraph (d) of this clause, the Contractor shall promptly notify the Contracting Officer and resubmit the data.
- (f) Neither the requirements of this clause nor any act or failure to act by the Government shall relieve the Contractor of any responsibility or liability for the safety of Government, Contractor, or subcontractor personnel or property.
- (g) Nothing contained in this clause shall relieve the Contractor from complying with applicable Federal, State, and local laws, codes, ordinances, and regulations (including the obtaining of licenses and permits) in connection with hazardous material.
- (h) The Government's rights in data furnished under this contract with respect to hazardous material are as follows:
- (1) To use, duplicate and disclose any data to which this clause is applicable. The purposes of this right are to--
    - (i) Apprise personnel of the hazards to which they may be exposed in using, handling, packaging, transporting, or disposing of hazardous materials;
    - (ii) Obtain medical treatment for those affected by the material; and
    - (iii) Have others use, duplicate, and disclose the data for the Government for these purposes.
  - (2) To use, duplicate, and disclose data furnished under this clause, in accordance with subparagraph (h)(1) of this clause, in precedence over any other clause of this contract providing for rights in data.
  - (3) The Government is not precluded from using similar or identical data acquired from other sources.

**\*52.223-11 OZONE-DEPLETING SUBSTANCES (MAY 2001)**

- (a) Definition. "Ozone-depleting substance, as used in this clause, means any substance the Environmental Protection Agency designates in 40 CFR part 82 as –
- (1) Class I, including, but not limited to, chlorofluorocarbons, halons, carbon tetrachloride, and methyl chloroform; or
  - (2) Class II, including, but not limited to, hydrochlorofluorocarbons
- (b) The Contractor shall label products which contain or are manufactured with ozone-depleting substances in the manner and to the extent required by 42 U.S.C. 7671j (b), (c), and (d) and 40 CFR Part 82, Subpart E, as follows: Warning: Contains (or manufactured with, if applicable) \* , a substance(s) which harm(s) public health and environment by destroying ozone in the upper atmosphere.
- \* The Contractor shall insert the name of the substance(s).

**\*252.223-7002 SAFETY PRECAUTIONS FOR AMMUNITION AND EXPLOSIVES (MAY 1994)**

- (a) Definition. "Ammunition and explosives," as used in this clause:
- (1) Means liquid and solid propellants and explosives, pyrotechnics, incendiaries and smokes in the following forms:
    - (i) Bulk,
    - (ii) Ammunition;
    - (iii) Rockets;
    - (iv) Missiles;
    - (v) Warheads;
    - (vi) Devices; and
    - (vii) Components of (i) through (vi), except for wholly inert items.
  - (2) This definition does not include the following, unless the Contractor is using or incorporating these materials for initiation, propulsion, or detonation as an integral or component part of an explosive, an ammunition or explosive end item, or of a weapon system:
    - (i) Inert components containing no explosives, propellants, or pyrotechnics;
    - (ii) Flammable liquids;
    - (iii) Acids;
    - (iv) Oxidizers;

- (v) Powdered metals; or
- (vi) Other materials having fire or explosive characteristics.

(b) Safety requirements.

- (1) The Contractor shall comply with the requirements of the DoD Contractors' Safety Manual for Ammunition and Explosives, DoD 4145.26-M, hereafter referred to as "the manual," in effect on the date of the solicitation for this contract. The Contractor shall also comply with any other additional requirements included in the schedule of this contract.
- (2) The Contractor shall allow the Government access to the Contractor's facilities, personnel, and safety program documentation. The Contractor shall allow authorized Government representatives to evaluate safety programs, implementation, and facilities.

(c) Noncompliance with the manual.

- (1) If the Contracting Officer notifies the Contractor of any noncompliance with the manual or schedule provisions, the Contractor shall take immediate steps to correct the noncompliance. The Contractor is not entitled to reimbursement of costs incurred to correct noncompliance unless such reimbursement is specified elsewhere in the contract.
- (2) The Contractor has 30 days from the date of notification by the Contracting Officer to correct the noncompliance and inform the Contracting Officer of the actions taken. The Contracting Officer may direct a different time period for the correction of noncompliance.
- (3) If the Contractor refuses or fails to correct noncompliance within the time period specified by the Contracting Officer, the Government has the right to direct the Contractor to cease performance on all or part of this contract. The Contractor shall not resume performance until the Contracting Officer is satisfied that the corrective action was effective and the Contracting Officer so informs the Contractor.
- (4) The Contracting Officer may remove Government personnel at any time the Contractor is in noncompliance with any safety requirement of this clause.
- (5) If the direction to cease work or the removal of Government personnel results in increased costs to the Contractor, the Contractor shall not be entitled to an adjustment in the contract price or a change in the delivery or performance schedule unless the Contracting Officer later determines that the Contractor had in fact complied with the manual or schedule provisions. If the Contractor is entitled to an equitable adjustment, it shall be made in accordance with the Changes clause of this contract.

(d) Mishaps. If a mishap involving ammunition or explosives occurs, the Contractor shall?

- (1) Notify the Contracting Officer immediately;
- (2) Conduct an investigation in accordance with other provisions of this contract or as required by the Contracting Officer; and
- (3) Submit a written report to the Contracting Officer.

(e) Contractor responsibility for safety.

- (1) Nothing in this clause, nor any Government action or failure to act in surveillance of this contract, shall relieve the Contractor of its responsibility for the safety of:
  - (i) The Contractor's personnel and property;
  - (ii) The Government's personnel and property; or
  - (iii) The general public.
- (2) Nothing in this clause shall relieve the Contractor of its responsibility for complying with applicable Federal, State, and local laws, ordinances, codes, and regulations (including those requiring the obtaining of licenses and permits) in connection with the performance of this contract.

(f) Contractor responsibility for contract performance.

- (1) Neither the number or frequency of inspections performed by the Government, nor the degree of surveillance exercised by the Government, relieve the Contractor of its responsibility for contract performance.
- (2) If the Government acts or fails to act in surveillance or enforcement of the safety requirements of this contract, this does not impose or add to any liability of the Government.

(g) Subcontractors.

- (1) The Contractor shall insert this clause, including this paragraph (g), in every subcontract that involves ammunition or explosives.
  - (i) The clause shall include a provision allowing authorized Government safety representatives to evaluate subcontractor safety programs, implementation, and facilities as the Government determines necessary.
  - (ii) NOTE: The Government Contracting Officer or authorized representative shall notify the prime Contractor of all findings concerning subcontractor safety and compliance with the manual. The Contracting Officer or authorized representative may furnish copies to the subcontractor. The Contractor in turn shall communicate directly with the subcontractor, substituting its name for references to "the Government." The Contractor and higher tier subcontractors shall also include provisions to allow direction to cease performance of the subcontract if a serious uncorrected or recurring safety deficiency potentially causes an imminent hazard to DoD personnel, property, or contract performance.
- (2) The Contractor agrees to ensure that the subcontractor complies with all contract safety requirements. The Contractor will determine the best method for verifying the adequacy of the subcontractor's compliance.
- (3) The Contractor shall ensure that the subcontractor understands and agrees to the Government's right to access to the subcontractor's facilities, personnel, and safety program documentation to perform safety surveys. The Government performs these



safety surveys of subcontractor facilities solely to prevent the occurrence of any mishap which would endanger the safety of DoD personnel or otherwise adversely impact upon the Government's contractual interests.

(4) The Contractor shall notify the Contracting Officer or authorized representative before issuing any subcontract when it involves ammunition or explosives. If the proposed subcontract represents a change in the place of performance, the Contractor shall request approval for such change in accordance with the clause of this contract entitled "Change in Place of Performance - Ammunition and Explosives."

**\*252.223-7003 CHANGE IN PLACE OF PERFORMANCE-AMMUNITION AND EXPLOSIVES (DEC 1991)**

(a) The Offeror shall identify, in the "Place of Performance" provision of this solicitation, the place of performance of all ammunition and explosives work covered by the Safety Precautions for Ammunition and Explosives clause of this solicitation. Failure to furnish this information with the offer may result in rejection of the offer.

(b) The Offeror agrees not to change the place of performance of any portion of the offer covered by the Safety Precautions for Ammunition and Explosives clause contained in this solicitation after the date set for receipt of offers without the written approval of the Contracting Officer. The Contracting Officer shall grant approval only if there is enough time for the Government to perform the necessary safety reviews on the new proposed place of performance.

**252.225-7014 PREFERENCE FOR DOMESTIC SPECIALTY METALS (MAR 1998)**

Defines: "Qualifying country" and "Specialty metals"

Explains clause application.

The Contractor agrees that any specialty metals incorporated in articles delivered under the contract will be melted in the United States, its possessions, or Puerto Rico.

**252.247-7023 TRANSPORTATION OF SUPPLIES BY SEA (MAR 2000)**

(a) Definitions. As used in this clause-

- (1) "Components" means articles, materials, and supplies incorporated directly into end products at any level of manufacture, fabrication, or assembly by the Contractor or any subcontractor.
- (2) "Department of Defense" (DoD) means the Army, Navy, Air Force, Marine Corps, and defense agencies.
- (3) "Foreign flag vessel" means any vessel that is not a U.S.-flag vessel.
- (4) "Ocean transportation" means any transportation aboard a ship, vessel, boat, barge, or ferry through international waters.
- (5) "Subcontractor" means a supplier, materialman, distributor, or vendor at any level below the prime contractor whose contractual obligation to perform results from, or is conditioned upon, award of the prime contract and who is performing any part of the work or other requirement of the prime contract.
- (6) "Supplies" means all property, except land and interests in land, that is clearly identifiable for eventual use by or owned by the DoD at the time of transportation by sea.
  - (i) An item is clearly identifiable for eventual use by the DoD if, for example, the contract documentation contains a reference to a DoD contract number or a military destination.
  - (ii) "Supplies" includes (but is not limited to) public works; buildings and facilities; ships; floating equipment and vessels of every character, type, and description, with parts, subassemblies, accessories, and equipment; machine tools; material; equipment; stores of all kinds; end items; construction materials; and components of the foregoing.
- (7) "U.S.-flag vessel" means a vessel of the United States or belonging to the United States, including any vessel registered or having national status under the laws of the United States.

(b) (1) The Contractor shall use U.S.-flag vessels when transporting any supplies by sea under this contract.

(2) A subcontractor transporting supplies by sea under this contract shall use U.S.-flag vessels if-

(i) This contract is a construction contract; or

(ii) The supplies being transported are-

(A) Noncommercial items; or

(B) Commercial items that-

(1) The Contractor is reselling or distributing to the Government without adding value (generally, the Contractor does not add value to items that it subcontracts for f.o.b. destination shipment);

(2) Are shipped in direct support of U.S. military contingency operations, exercises, or forces deployed in humanitarian or peacekeeping operations; or

(3) Are commissary or exchange cargoes transported outside of the Defense Transportation System in accordance with 10 U.S.C. 2643.

(c) The Contractor and its subcontractors may request that the Contracting Officer authorize shipment in foreign flag vessels, or designate available U.S.-flag vessels, if the Contractor or a subcontractor believes that-

(1) U.S.-flag vessels are not available for timely shipment;

(2) The freight charges are inordinately excessive or unreasonable; or

- (3) Freight charges are higher than charges to private persons for transportation of like goods.
- (d) The Contractor must submit any request for use of other than U.S.-flag vessels in writing to the Contracting Officer at least 45 days prior to the sailing date necessary to meet its delivery schedules. The Contracting Officer will process requests submitted after such date(s) as expeditiously as possible, but the Contracting Officer's failure to grant approvals to meet the shipper's sailing date will not of itself constitute a compensable delay under this or any other clause of this contract. Requests shall contain at a minimum-
- (1) Type, weight, and cube of cargo;
  - (2) Required shipping date;
  - (3) Special handling and discharge requirements;
  - (4) Loading and discharge points;
  - (5) Name of shipper and consignee;
  - (6) Prime contract number; and
  - (7) A documented description of efforts made to secure U.S.-flag vessels, including points of contact (with names and telephone numbers) with at least two U.S.-flag carriers contacted. Copies of telephone notes, telegraphic and facsimile message or letters will be sufficient for this purpose.
- (e) The Contractor shall, within 30 days after each shipment covered by this clause, provide the Contracting Officer and the Division of National Cargo, Office of Market Development, Maritime Administration, U.S. Department of Transportation, Washington, DC 20590, one copy of the rated on board vessel operating carrier's ocean bill of lading, which shall contain the following information-
- (1) Prime contract number;
  - (2) Name of vessel;
  - (3) Vessel flag of registry;
  - (4) Date of loading;
  - (5) Port of loading;
  - (6) Port of final discharge;
  - (7) Description of commodity;
  - (8) Gross weight in pounds and cubic feet if available;
  - (9) Total ocean freight in U.S. dollars; and
  - (10) Name of steamship company.
- (f) The Contractor agrees to provide with its final invoice under this contract a representation that to the best of its knowledge and belief-
- (1) No ocean transportation was used in the performance of this contract;
  - (2) Ocean transportation was used and only U.S.-flag vessels were used for all ocean shipments under the contract;
  - (3) Ocean transportation was used, and the Contractor had the written consent of the Contracting Officer for all non-U.S.-flag ocean transportation; or
  - (4) Ocean transportation was used and some or all of the shipments were made on non-U.S.-flag vessels without the written consent of the Contracting Officer. The Contractor shall describe these shipments in the following format:

ITEM	DESCRIPTION	CONTRACT	LINE ITEMS	QUANTITY	TOTAL
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- (g) If the final invoice does not include the required representation, the Government will reject and return it to the Contractor as an improper invoice for the purposes of the Prompt Payment clause of this contract. In the event there has been unauthorized use of non-U.S.-flag vessels in the performance of this contract, the Contracting Officer is entitled to equitably adjust the contract, based on the unauthorized use.
- (h) The Contractor shall include this clause, including this paragraph (h), in all subcontracts under this contract that-
- (1) Exceed the simplified acquisition threshold in Part 2 of the Federal Acquisition Regulation; and
  - (2) Are for a type of supplies described in paragraph (b)(2) of this clause.

#### **5252.232-9000 SUBMISSION OF INVOICES (FIXED PRICE) (JUL 1992)**

- (a) "Invoice" as used in this clause does not include contractor requests for progress payments.
- (b) The contractor shall submit original invoices with copies to the address identified in the solicitation/contract award form (SF26 Block 10; SF33 Block 23; SF1447 Block 14), unless delivery orders are applicable, in which case invoices will be segregated by individual order and submitted to the address specified in the order (DD1155-Block 13 or SF26-Block 10).
- (c) The use of copies of the Material Inspection and Receiving Report (MIRR), DD Form 250, as an invoice is encourage. DAFRS Appendix F 306 provides instructions for such use. Copies of the MIRR used as an invoice are in addition to the standard distribution stated in DFARS F 401.
- (d) In addition to the requirements of the Prompt Payment clause of this contract, the contractor shall cite on each invoice the contract line item number (CLIN), the contract subline item number (SLIN), if applicable, the accounting classification reference number (ACRN) as identified on the financial accounting data sheets, and the payment terms.

(e) The contractor shall prepare:

- (X)\* a separate invoice for each activity designated to receive the supplies or services
- ( )\* a consolidated invoice covering all shipments delivered under an individual order
- ( )\* either of the above

(f) If acceptance is at origin, the contractor shall submit the MIRR or other acceptance verification directly to the designated payment office. If acceptance is at destination, the consignee will forward acceptance verification to the designated payment office.

\* *Check applicable procedure*

#### **\*5252.233-9400 CHOICE OF LAWS (JUNE 1994)**

This contract shall be construed and interpreted in accordance with the substantive laws of the United States of America. By the execution of this contract, the contractor expressly agrees to waive any rights to invoke the jurisdiction of local national courts where this contract is to be performed and agrees to accept the exclusive jurisdiction of the Armed Services Board of Contract Appeals and the United States claims Court for the hearing and determination of any and all disputes that may arise under the Disputes clause.

#### **\*5252.243-9400 AUTHORIZED CHANGES ONLY BY THE CONTRACTING OFFICER (JAN 1992)**

(a) Except as specified in paragraph (b) below, no order, statement, or conduct of Government personnel who visit the Contractor's facilities or in any other manner communicates with Contractor personnel during the performance of this contract shall constitute a change under the "Changes" clause of this contract.

(b) The Contractor shall not comply with any order, direction or requires of Government personnel unless it is issued in writing and signed by the Contracting officer, or is pursuant to specific authority otherwise included as a part of this contract.

(c) The Contracting Officer is the only person authorized to approve changes in any of the requirements of this contract and notwithstanding provisions contained elsewhere in this contract, the said authority remains solely with the Contracting Officer. In the event the Contractor effects any change at the direction of any person other than the Contracting Officer, the change will be considered to have been made without authority and no adjustments will be made in contract price to cover any increase in charges incurred as a result thereof. The address and telephone number of the Contracting Officer is:

NAME \Code 0242 PERSONNEL\  
ADDRESS \ PO BOX 2020 MECHANICSBURG, PA 17055  
TELEPHONE \ 717-605- \

#### **\*NAVICPIA04 ACCIDENT REPORTING (NAVICP-M) (NOV 1992)**

1. IAW DFARS Clause 252.223-7002 the contractor shall immediately following an accident or incident notify the Commanding Officer, Navy Ships Parts Control Center, Code 0242, 5450 Carlisle Pike, PO Box 2020, Mechanicsburg, PA 17055-0788. Also, a written report shall be forwarded within 10 days of the accident containing at a minimum the following:

- a. Location, date and local time of the occurrence
- b. Category of accident (fire, explosion, natural disaster, etc.)
- c. Identification of equipment, material and type of activity involved.
- d. Contract number.
- e. Procuring activity (name of PCO and ACO).
- f. Narrative of occurrence including cause, if known.
- g. Personnel involved and degree of injury, if any. Specify whether contractor and/or government personnel.
- h. Assessment of damage. Estimate in dollars for contractor and/or government owned material, property, equipment.
- i. Was a news release made? If so, by whom? If not, will a news release be made?
- j. Was a request made for any assistance?
- k. Will there be any effect on production? If so, explain in detail.
- l. Corrective action taken, if any.
- m. Name and title of person submitting this report.

2. For the assigned DCMC, Contract Administration Office (CAO). The CAO shall immediately following an accident or incident notify the Procurement Contracting Officer (PCO) and then forward weekly written reports until the accident or incident no longer effects production and/or when contract deliveries are on schedule.

#### **\*I - HAZARDOUS MATERIAL (JUNE 1992) NAVSUP**

(a) Hazardous material as used in this clause means any material defined as hazardous within the applicable modal regulations governing packaging, handling, storage and transportation (including revisions adopted during the term of this contract). Such definition include the following:

<u>Class/Division</u>	<u>Definition</u>
1	Explosives
2.1	Flammable Gas
2.2	Non-flammable Compressed Gas
2.3	Gas Poisonous by Inhalation

3	Flammable Liquid (not more than 141F flash point)
4.1	Flammable Solid
4.2	Spontaneously Combustible Material
4.3	Dangerous When Wet Material
5.1	Oxidizer
5.2	Organic Peroxides
6.1	Poisonous Materials
6.2	Infectious Substances
7	Radioactive Material
8	Corrosive Material
9	Miscellaneous Hazardous Material/Other Regulated Material (ORM)

(b) Preservation, packaging and packing of hazardous materials shipped hereunder shall be in accordance with the requirements of Department of Transportation code of Federal Regulation, Title 48, Part 100-199, as applicable. In the event of any discrepancy between the contract and Title 49, Title 49 shall govern, unless another modal regulation is applicable (See paragraphs (e), (f), and (g) below).

(c) Marking and labeling shall be in accordance with MIL-STD-129 and Title 49, as applicable. In the event of any contradiction between the two documents, Title 49 shall govern.

(d) Transportation shall be in accordance with Title 49; however, hazardous material shipped via the U.S. Postal Service shall be shipped in accordance with U.S. Postal Service Publication #52.

(e) Hazardous materials intended for shipment via water transportation shall be packaged, packed, marked and labeled in accordance with the International Maritime Organization International Maritime Dangerous Goods (IMDG) Code.

(f) Hazardous materials intended for shipment, via commercial air, shall be packaged, packed, marked, labeled, and certified in accordance with the International Civil Aviation Organization (ICAO) Technical Instructions for the Safe Transport of Dangerous Goods By Air or the International Air Transport Association (IATA) Dangerous Goods Regulations.

(g) Hazardous materials intended for shipment, via military aircraft shall be packaged, packed, marked, labeled, and certified in accordance with AFJMAN 24-204 (formerly AFR 71-4)/TM 380250/NAVSUP PUB 505/MCO P4030.19/DLAM 4145.3 (Preparing Hazardous Material for Military Air Shipments).

(h) If the hazardous material required to be shipped under this contract is a non-regulated limited quantity as defined by applicable modal regulations, it shall be packaged to meet the requirements of Level A packaging listed in MIL-STD-2073.

In addition to the above, packaging (container and containment components) designs shall pass all applicable packaging performance tests in accordance with Title 49, the ICAO/IATA and IMDG, as applicable. Compressed gases are excluded from these tests. Each packaging of acceptable design shall bear certification markings outlined in Title 49. All certificates and test report indicating test compliance shall be available for inspection by authorized government representatives.

(i) A test report and special packaging instruction shall be submitted in accordance with DD Form 1423, Contract Data Requirements List, referencing Data Item Descriptions (DIDs) DI-PACK-81059 (Performance Oriented Packaging Test Report ) and DI-PACK-80121) Special Packaging Instruction). When these DIDs are referenced only packaging materials controlled by Military or Federal Specifications may be used, unless superseded by commercial standards which have adopted for government use.

(j) A Material Safety Data Sheet, prepared in accordance with FED-STD-313, and a copy of the Hazard Warning Labels shall be forwarded to the applicable contracting activity.

## SECTION J

### J -LIST OF ATTACHMENTS (NAVICP-M) (AMMO) (FEB 1994)

The documents listed below marked with an "X" are physically included in this contract.

- (X) Award/Contract (Standard Form 26)
- (X) Continuation Sheet (Supply Contract) (Pages 2 thru xx)
- ( ) Specifications
- (X) DD Form 1423
- (X) DD Form 1423 (Back)

## **SECTION K**

### **52.203-2 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (APR 1985)**

(a) The offeror certifies that--

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competition relating to--

- (i) Those prices;
- (ii) The intention to submit an offer; or
- (iii) The methods or factors used to calculate the prices offered;

(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory--

(1) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or

(2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above (insert the full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization);

(ii) Is an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above.

(c) If the offeror deletes or modifies subparagraph (a)(2) above, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

### **52.203-5 COVENANT AGAINST CONTINGENT FEES (APR 1984)**

### **52.203-11 CERTIFICATION & DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (APR 1991)**

### **52.204-3 TAXPAYER IDENTIFICATION (OCT 1998)**

(a) Definitions.

A Common parent, as used in this provision, means that corporate entity that owns or controls and affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

A Taxpayer Identification Number (TIN), as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be sued by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(d) Taxpayer Identification Number (TIN).

TIN:

TIN has been applied for.

TIN is not required because:

Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States:

Offeror is an agency or instrumentality of a foreign government;

Offeror is an agency or instrumentality of the Federal Government.

(e) Type of organization.

Sole proprietorship

Partnership;

Corporate entity (not tax-exempt);

Corporate entity (tax-exempt);  
Government entity (Federal, State, or local);  
Foreign government;  
International organization per 26 CFR 1.6049-4;  
Other

(f) Common parent.

Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.

Name and TIN of common parent:

Name

TIN

#### **52.204-5 WOMEN-OWNED BUSINESS (OTHER THAN SMALL BUSINESS) (MAY 1999)**

(a) Definition. "Women-owned business concern," as used in this provision, means a concern that is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

(b) Representation. [*Complete only if the offeror is a women-owned business concern and has not represented itself as a small business concern in paragraph (b)(1) of FAR 52.219-1, Small Business Program Representations, of this solicitation.*] The offeror represents that it is a women-owned business concern.

#### **52.207-4 ECONOMIC PURCHASE QUANTITY--SUPPLIES (AUG 1987)**

(a) Offerors are invited to state an opinion on whether the quantity (ies) of supplies on which bids, proposals or quotes are requested in this solicitation is (are) economically advantageous to the Government.

(b) Each offeror who believes that acquisitions in different quantities would be more advantageous is invited to recommend an economic purchase quantity. If different quantities are recommended, a total and a unit price must be quoted for applicable items. An economic purchase quantity is that quantity at which a significant price break occurs. If there are significant price breaks at different quantity points, this information is desired as well.

##### **OFFEROR RECOMMENDATIONS**

ITEM QUOTATION	QUANTITY	PRICE	TOTAL
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(c) The information requested in this provision is being solicited to avoid acquisitions in disadvantageous quantities and to assist the Government in developing a database for future acquisitions of these items. However, the Government reserves the right to amend or cancel the solicitation and resolicit with respect to any individual item in the event quotations received and the Government's requirements indicate that different quantities should be acquired.

#### **52.209-5 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS (APR 2001)**

(a) (1) The Offeror certifies, to the best of its knowledge and belief, that --

(i) The Offeror and/or any of its Principals --

(A) Are are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency; This text is stayed per FAC 97-24

(B) Have have not , within the three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property;

(C) Are are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision; and

(D) Have have not , within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(E) Are are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(i)(D) of this provision.

(ii)

(A) The offeror, aside from the offenses enumerated in paragraphs (a)(1)(i)(A), (B), and (C) of this provision, has not within the past three-years, relative to tax, labor and employment, environmental, antitrust, or consumer protection laws-

(1) Been convicted of a Federal or State felony (or has any Federal or State felony indictments currently pending against them); or

(2) Had a Federal court judgment in a civil case brought by the United States rendered against them; or

(3) Had an adverse decision by a Federal administrative law judge, board, or commission indicating a willful violation of law.

(B) If the offeror has responded affirmatively, the offeror shall provide additional information if requested by the Contracting Officer; and

(iii) The Offeror has has not , within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

## **52.215-6 PLACE OF PERFORMANCE (OCT 1997)**

(a) The offeror or respondent, in the performance of any contract resulting from this solicitation, intends, does not intend [*check applicable block*] to use one or more plants or facilities located at a different address from the address of the offeror or respondent as indicated in this proposal or response to request for information.

(b) If the offeror or respondent checks "intends" in paragraph (a) of this provision, it shall insert in the following spaces the required information:

Place of performance (street address, city, state, county, zip code)

Name and address of owner and operator of the plant or facility if other than offeror or respondent.

## **52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (MAY 2001)**

(a)(1) The North American Industry Classification Systems (NAICS) code for this acquisition is **325920**.

(2) The small business size standard is **750**.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) Representations. (1) The offeror represents as part of its offer that it is, is not a small business concern.

(2) [*Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.*] The offeror represents, for general statistical purposes, that it is, is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) [*Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.*] The offeror represents as part of its offer that it is, is not a women-owned small business concern.

(4) [*Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.*] The offeror represents as part of its offer that it is, is not a veteran-owned small business concern.

(5) [*Complete only if the offeror represented itself as a veteran owned small business concern in paragraph (b)(4) of this provision.*] The offeror represents as part of its offer that it is, is not a service-disabled veteran-owned small business concern.

(c) Definitions. As used in this provision--

"Service-disabled veteran-owned small" business concern

(1) Means a small business concern--

- (i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service disabled veterans; and
- (ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"*Small business concern*," means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

"*Women-owned small business concern*," means a small business concern--

- (1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and
- (2) Whose management and daily business operations are controlled by one or more women.

"*Veteran-owned small business concern*" means a small business concern--

- (1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and
- (2) The management and daily business operations of which are controlled by one or more veterans.

(d) Notice.

(1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, HUBZone, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall--

- (i) Be punished by imposition of fine, imprisonment, or both;
- (ii) Be subject to administrative remedies, including suspension and debarment; and
- (iii) Be ineligible for participation in programs conducted under the authority of the Act.

( ) **ALTERNATE I (OCT 2000).** As prescribed in 19.307(a)(2), add the following paragraph (b)(6) to the basic provision:

(6) [Complete if offeror represented itself as disadvantaged in paragraph (b)(2) of this provision]. The offeror shall check the category in which its ownership falls:

Black American.

Hispanic American.

Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).

Individual/concern, other than one of the preceding.

( ) **ALTERNATE II (OCT 2000).** As prescribed in 19.307(a)(3), add the following paragraph (b)(7) to the basic provision:

(7) [Complete only if offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents, as part of its offer, that--

(i) It is, is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal place of ownership, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) It is, is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (b)(5)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. [The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture:

Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

## **52.219-21 SMALL BUSINESS SIZE REPRESENTATION FOR TARGETED INDUSTRY CATEGORIES UNDER THE SMALL BUSINESS COMPETITIVENESS DEMONSTRATION PROGRAM (MAY 1999)**

[Complete only if the Offeror has represented itself under the provision at 52.219-1 as a small business concern under the size standards of this solicitation.]



Offeror's number of employees for the past 12 months [*check this column if size standard stated in solicitation is expressed in terms of number of employees*] or Offeror's average annual gross revenue for the last 3 fiscal years [*check this column if size standard stated in solicitation is expressed in terms of annual receipts*]. [*Check one of the following.*]

No. of Employees Avg.	Annual Gross Revenues
50 or fewer	\$1 million or less
51 – 100	\$1,000,001 - \$2 million
101 - 250	\$2,000,001 - \$3.5 million
251 – 500	\$3,500,001 - \$5 million
501 - 750	\$5,000,001 - \$10 million
751 - 1,000	\$10,000,001 - \$17 million
Over 1,000	Over \$17 million

## **52.222-21 PROHIBITION OF SEGREGATED FACILITIES (FEB 1999)**

### **52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FEB 1999)**

The offeror represents that--

- (a) It has, has not participated in a previous contract or subcontract subject the Equal Opportunity clause of this solicitation;
- (b) It has, has not filed all required compliance reports; and
- (c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

### **52.222-25 AFFIRMATIVE ACTION COMPLIANCE (APR 1984)**

The offeror represents that--

- (a) It has developed and has on file, has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2); or
- (b) It has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

### **52.223-4 RECOVERED MATERIAL CERTIFICATION (OCT 1997)**

As required by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. 6962(c)(3)(A)(i)), the offeror certifies, by signing this offer, that the percentage of recovered materials to be used in the performance of the contract will be at least the amount required by the applicable contract specifications.

### **52.223-13 CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING (OCT 2000)**

(a) Submission of this certification is a prerequisite for making or entering into this contract imposed by Executive Order 12969, August 8, 1995.

(b) By signing this offer, the offeror certifies that--

(1) As the owner or operator of facilities that will be used in the performance of this contract that are subject to the filing and reporting requirements described in section 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023) and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106), the offeror will file and continue to file for such facilities for the life of the contract the Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of EPCRA and section 6607 of PPA; or

(2) None of its owned or operated facilities to be used in the performance of this contract is subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the following reasons: [*Check each block that is applicable.*]

(i) The facility does not manufacture, process, or otherwise use any toxic chemicals listed under section 313(c) of EPCRA, 42 U.S.C. 11023(c);

(ii) The facility does not have 10 or more full-time employees as specified in section 313(b)(1)(A) of EPCRA, 42 U.S.C. 11023(b)(1)(A);

(iii) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);

(iv) The facility does not fall within Standard Industrial Classification Code (SIC) major groups 20 through 39 or their corresponding North American Industry Classification System (NAICS) sectors 31 through 33; or

(v) The facility is not located within any State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, Guam, American Samoa, the United States Virgin Islands, the Northern Mariana Islands, or any other territory or possession over which the United States has jurisdiction.

## **52.225-2 BUY AMERICAN ACT – BALANCE OF PAYMENTS PROGRAM CERTIFICATE (FEB 2000)**

(a) The offeror certifies that each end product, except those listed in paragraph (b) of this provision, is a domestic end product as defined in the clause of this solicitation entitled "Buy American Act--Balance of Payments Program--Supplies" and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The Offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products.

(b) Foreign End Products:

Line Item No.

Country of Origin

## **52.247-53 FREIGHT CLASSIFICATION DESCRIPTION (APR 1984)**

Offerors are requested to indicate below the full Uniform Freight Classification (rail) description or the National Motor Freight Classification description applicable to the supplies, the same as offeror uses for commercial shipment. This description should include the packing of the commodity (box, crate, bundle, loose, setup, knocked down, compressed, unwrapped, etc.), the container material (fiberboard, wooden, etc.), unusual shipping dimensions, and other conditions affecting traffic descriptions. The Government will use these descriptions as well as other information available to determine the classification description most appropriate and advantageous to the Government. Offeror understands that shipments on any f.o.b. origin contract awarded, as a result of this solicitation, will be made in conformity with the shipping classification description specified by the Government, which may be different from the classification description furnished below.

For Freight Classification Purposes, Offeror Describes This Commodity as:

## **252.209-7001 DISCLOSURE OF OWNERSHIP OR CONTROL BY THE GOVERNMENT OF A TERRORIST COUNTRY (MAR 1998)**

(a) Definitions. As used in this provision-

(1) "Government of a terrorist country" includes the state and the government of a terrorist country, as well as any political subdivision, agency, or instrumentality thereof.

(2) "Terrorist country" means a country determined by the Secretary of State, under section 6(j)(1)(A) of the Export Administration Act of 1979 (50 U.S.C. App. 2405(j)(i)(A)), to be a country the government of which has repeatedly provided support for acts of international terrorism. As of the date of this provision, terrorist countries include: Cuba, Iran, Iraq, Libya, North Korea, Sudan, and Syria.

(3) "Significant interest" means-

(i) Ownership of or beneficial interest in 5 percent or more of the firm's or subsidiary's securities. Beneficial interest includes holding 5 percent or more of any class of the firm's securities in "nominee shares," "street names," or some other method of holding securities that does not disclose the beneficial owner;

(ii) Holding a management position in the firm, such as a director or officer;

(iii) Ability to control or influence the election, appointment, or tenure of directors or officers in the firm;

(iv) Ownership of 10 percent or more of the assets of a firm such as equipment, buildings, real estate, or other tangible assets of the firm; or

(v) Holding 50 percent or more of the indebtedness of a firm.

(b) Prohibition on award. In accordance with 10 U.S.C. 2327, no contract may be awarded to a firm or a subsidiary of a firm if the government of a terrorist country has a significant interest in the firm or subsidiary or, in the case of a subsidiary, the firm that owns the subsidiary, unless a waiver is granted by the Secretary of Defense.

(c) Disclosure. The Offeror shall disclose any significant interest the government of each of the following countries has in the Offeror or a subsidiary of the Offeror. If the Offeror is a subsidiary, it shall also disclose any significant interest the government of a terrorist country has in any firm that owns or controls the subsidiary. The disclosure shall include--

(1) Identification of each government holding a significant interest; and

(2) A description of the significant interest held by each Government.

## **252.209-7002 DISCLOSURE OF OWNERSHIP OR CONTROL BY A FOREIGN GOVERNMENT (SEP 1994)**

(a) Definitions. As used in this provision-

(1) "*Effectively owned or controlled*" means that a foreign government or any entity controlled by a foreign government has the power, either directly or indirectly, whether exercised or exercisable, to control the election, appointment, or tenure of the Offeror's officers or a majority of the Offeror's board of directors by any means, e.g., ownership, contract, or operation of law (or equivalent power for unincorporated organizations).

(2) "*Entity controlled by a foreign government*"-

(i) Means-

(A) Any domestic or foreign organization or corporation that is effectively owned or controlled by a foreign government; or

(B) Any individual acting on behalf of a foreign government.

(ii) Does not include an organization or corporation that is owned, but is not controlled, either directly or indirectly, by a foreign government if the ownership of that organization or corporation by that foreign government was effective before October 23, 1992.

(3) "*Foreign government*" includes the state and the government of any country (other than the United States and its possessions and trust territories) as well as any political subdivision, agency, or instrumentality thereof.

(4) "*Proscribed information*" means-

(i) Top Secret information;

(ii) Communications Security (COMSEC) information, except classified keys used to operate secure telephone units (STU IIIs);

(iii) Restricted Data as defined in the U.S. Atomic Energy Act of 1954, as amended;

(iv) Special Access Program (SAP) information; or

(v) Sensitive Compartmented Information (SCI).

(b) Prohibition on award. No contract under a national security program may be awarded to an entity controlled by a foreign government if that entity requires access to proscribed information to perform the contract, unless the Secretary of Defense or a designee has waived application of 10 U.S.C. 2536(a).

(c) Disclosure. The Offeror shall disclose any interest a foreign government has in the Offeror when that interest constitutes control by a foreign government as defined in this provision. If the Offeror is a subsidiary, it shall also disclose any reportable interest a foreign government has in any entity that owns or controls the subsidiary, including reportable interest concerning the Offeror's immediate parent, intermediate parents, and the ultimate parent. Use separate paper as needed, and provide the information in the following format:

Offeror's Point of Contact for Questions about Disclosure

*(Name and Phone Number with Country Code, City Code and Area Code, as applicable)*

Name and Address of Offeror

Name and Address of Entity Controlled by a Foreign Government Description of Interest, Ownership Percentage, and Identification of Foreign Government

## **252.225-7000 BUY AMERICAN ACT--BALANCE OF PAYMENTS PROGRAM CERTIFICATE (SEP 1999)**

(a) Definitions. "Domestic end product," "qualifying country," "qualifying country end product," and "nonqualifying country end product" have the meanings given in the Buy American Act and Balance of Payments Program clause of this solicitation.

(b) Evaluation. Offers will be evaluated by giving preference to domestic end products and qualifying country end products over nonqualifying country end products.

(c) Certifications.

(1) The Offeror certifies that-

(i) Each end product, except those listed in paragraphs (c)(2) or (3) of this provision, is a domestic end product; and

(ii) Components of unknown origin are considered to have been mined, produced, or manufactured outside the United States or a qualifying country.

(2) The Offeror certifies that the following end products are qualifying country end products:

Qualifying Country End Products	
Line Item Number	Country of Origin

(List only qualifying country end products.)

(3) The Offeror certifies that the following end products are nonqualifying country end products :

Nonqualifying Country End Products	
Line Item Number	Country of Origin (If known)

**252.225-7035 BUY AMERICAN ACT--NORTH AMERICAN FREE TRADE AGREEMENT  
IMPLEMENTATION ACT--BALANCE OF PAYMENTS PROGRAM CERTIFICATE  
(MAR 1998)**

(a) Definitions. "Domestic end product," "foreign end product," "NAFTA country end product," and "qualifying country end product" have the meanings given in the Buy American Act--North American Free Trade Agreement Implementation Act--Balance of Payments Program clause of this solicitation.

(b) Evaluation. Offers will be evaluated in accordance with the policies and procedures of Part 225 of the Defense Federal Acquisition Regulation Supplement. For line items subject to the North American Free Trade Agreement Implementation Act, offers of qualifying country end products or NAFTA country end products will be evaluated without regard to the restrictions of the Buy American Act or the Balance of Payments Program.

(c) Certifications.

(1) The offeror certifies that-

- (i) Each end product, except the end products listed in paragraph (c)(2) of this provision, is a domestic end product; and
- (ii) Components of unknown origin are considered to have been mined, produced, or manufactured outside the United States or a qualifying country.

(2) The Offeror must identify all end products that are not domestic end products.

- (i) The Offeror certifies that the following supplies are qualifying country (except Canada) end products:

<i>(insert line item number)</i>	<i>(insert country of origin)</i>
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- (ii) The Offeror certifies that the following supplies qualify as NAFTA country end products:

<i>(insert line item number)</i>	<i>(insert country of origin)</i>
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- (iii) The following supplies are other foreign end products:

<i>(insert line item number)</i>	<i>(insert country of origin)</i>
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**( ) ALTERNATE I (MAR 1998)**

As prescribed in 225.1101(12)(ii), substitute the phrase "Canadian end product" for the phrase "NAFTA country end product" in paragraph (a); and substitute the phrase "Canadian end products" for the phrase "NAFTA country end products" in paragraphs (b) and (c)(2)(ii) of the basic clause.

## **252.243-7002 REQUESTS FOR EQUITABLE ADJUSTMENT (MAR 1998)**

(a) The amount of any request for equitable adjustment to contract terms shall accurately reflect the contract adjustment for which the Contractor believes the Government is liable. The request shall include only costs for performing the change, and shall not include any costs that already have been reimbursed or that have been separately claimed. All indirect costs included in the request shall be properly allocable to the change in accordance with applicable acquisition regulations.

(b) In accordance with 10 U.S.C. 2410(a), any request for equitable adjustment to contract terms that exceeds the simplified acquisition threshold shall bear, at the time of submission, the following certificate executed by an individual authorized to certify the request on behalf of the Contractor:

I certify that the request is made in good faith, and that the supporting data are accurate and complete to the best of my knowledge and belief.

(Official's Name)

(Title)

(c) The certification in paragraph (b) of this clause requires full disclosure of all relevant facts, including-

(1) Cost or pricing data if required in accordance with subsection 15.403-4 of the Federal Acquisition Regulation (FAR); and

(2) Information other than cost or pricing data, in accordance with subsection 15.403-3 of the FAR, including actual cost data and data to support any estimated costs, even if cost or pricing data are not required.

(d) The certification requirement in paragraph (b) of this clause does not apply to-

(1) Requests for routine contract payments; for example, requests for payment for accepted supplies and services, routine vouchers under a cost-reimbursement type contract, or progress payment invoices; or

(2) Final adjustments under an incentive provision of the contract.

## **252.247-7022 REPRESENTATION OF EXTENT OF TRANSPORTATION BY SEA (AUG 1992)**

(a) The Offeror shall indicate by checking the appropriate blank in paragraph (b) of this provision whether transportation of supplies by sea is anticipated under the resultant contract. The term "supplies" is defined in the Transportation of Supplies by Sea clause of this solicitation.

(b) Representation. The Offeror represents that it-

Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

(c) Any contract resulting from this solicitation will include the Transportation of Supplies by Sea clause. If the Offeror represents that it will not use ocean transportation, the resulting contract will also include the Defense FAR Supplement clause at 252.247-7024, Notification of Transportation of Supplies by Sea.

## **NAVICPKA01 F.O.B. ORIGIN SHIPPING POINTS (NAVICP-M) (JAN 1993)**

If this solicitation provides for delivery "FOB Origin", the offeror shall provide the following information.

Truck Shipments: Shipping point for supplies including Street Address, City, State and Zip Code

Rail Shipments: Exact location of private siding or Name of Rail Terminal and Name of serving railroad

## **NAVICPKA02 PREAWARD SURVEY-AMMUNITION AND EXPLOSIVES (NAVICP-M) (DEC 1992)**

In accordance with DFARS 252.223-7002, "The contracting officer shall obtain a pre-award ammunition and explosives safety survey before awarding any contract (including purchase orders) involving ammunition and explosives. When the prospective contractor proposes subcontracting any ammunition and explosives work, the pre-award safety survey will also include the subcontractor(s) facility."

(a) The bidder/offeror or quoter, in the performance of any contract resulting from this solicitation intends, does not intend (check applicable block) to subcontract any ammunition or explosive work to a plant or facility located at a different address from the address of the offeror or quoter as indicated in this solicitation.

(b) If the bidder/offeror or quoter checks "intends" in paragraph (a) above, it shall insert in the space provided below the required information:

Place of Subcontractor (Name, Street Address, City, State, Zip Code)

Name and phone number of owner/operator of the Facility if other than Offeror/Quoter:

**252.225-7027 RESTRICTION ON CONTINGENT FEES FOR FOREIGN MILITARY SALES (MAR 1998)**

(a) Except as provided in paragraph (b) of this clause, contingent fees, as defined in the Covenant Against Contingent Fees clause of this contract, are generally an allowable cost, provided the fees are paid to a bona fide employee of the Contractor or to a bona fide established commercial or selling agency maintained by the Contractor for the purpose of securing business.

(b) For foreign military sales, unless the contingent fees have been identified and payment approved in writing by the foreign customer before contract award, the following contingent fees are unallowable under this contract:

(1) For sales to the Government(s) of \_\_\_\_\_, contingent fees in any amount.

(2) For sales to Governments not listed in paragraph (b)(1) of this clause, contingent fees exceeding \$50,000 per foreign military sale case.

## SECTION L

### **\*52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)**

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at these addresses:

<http://farsite.hill.af.mil/>  
<http://www.arnet.gov/far>  
<http://www.acq.osd.mil/dp/dars/dfars/tochtml.htm>  
<http://farsite.hill.af.mil/VFDFARa.htm>

- \*52.204-6 DATA UNIVERSAL NUMBERING SYSTEMS (DUNS) NUMBER (JUN 1999)
- \*52.214-34 SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE (APR 1991)
- \*52.214-35 SUBMISSION OF OFFERS IN U.S. CURRENCY (APR 1991)
- 52.215-1 INSTRUCTIONS TO OFFERORS - COMPETITIVE ACQUISITION (FEB 2000)
- \*252.204-7001 COMMERCIAL AND GOVERNMENT ENTITY (CAGE CODE) REPORTING (AUG 1999)
- 252.248-7000 PREPARATION OF VALUE ENGINEERING CHANGE PROPOSALS (MAY 1994)

### **\*52.211-2 AVAILABILITY OF SPECIFICATIONS LISTED IN THE DoD INDICES OF SPECIFICATIONS AND STANDARDS (DoDISS) AND DESCRIPTIONS LISTED IN THE ACQUISITION MANAGEMENT SYSTEMS AND DATA REQUIREMENTS CONTROL LIST, DoD 5010.12-L (DEC 1999)**

Copies of specifications, standards, and data item descriptions cited in this solicitation may be obtained -

- a) From the ASSIST database via the Internet at <http://assist.daps.mil>; or
- (b) By submitting a request to the --  
DEPARTMENT OF DEFENSE SINGLE STOCK POINT (DODSSP)  
BUILDING 4 SECTION D  
700 ROBBINS AVENUE  
PHILADELPHIA PA 19111-5094  
Telephone (215) 697-2667/2179  
Facsimile (215) 697-1462.

### **\*52.211-14 NOTICE OF PRIORITY RATING FOR NATIONAL DEFENSE USE (SEP 1990)**

Any contract awarded as a result of this solicitation will be ( ) DX rated order; (X) DO-A6 rated order certified for national defense use under the Defense Priorities and Allocations System (DPAS) (15 CFR 700), and the Contractor will be required to follow all of the requirements of this regulation.

### **52.215-5 FACSIMILE PROPOSALS (OCT 1997)**

- (a) Definition. Facsimile proposal, as used in this provision, means a proposal, revision or modification of a proposal, or withdrawal of a proposal that is transmitted to and received by the Government via facsimile machine.
- (b) Offerors may submit facsimile proposals to this solicitation. Facsimile proposals are subject to the same rules as paper proposals.
- (c) The telephone number of receiving facsimile equipment is: Mechanicsburg 717-605-2807
- (d) If any portion of a facsimile proposal received by the Contracting Officer is unreadable to the degree that conformance to the essential requirements of the solicitation cannot be ascertained from the document--
  - (1) The Contracting Officer immediately shall notify the offeror and permit the offeror to resubmit the proposal;
  - (2) The method and time for resubmission shall be prescribed by the Contracting Officer after consultation with the offeror; and
  - (3) The resubmission shall be considered as if it were received at the date and time of the original unreadable submission for the purpose of determining timeliness, provided the offeror complies with the time and format requirements for resubmission prescribed by the Contracting Officer.
- (e) The Government reserves the right to make award solely on the facsimile proposal. However, if requested to do so by the Contracting Officer, the apparently successful offeror promptly shall submit the complete original signed proposal.

### **\*52.216-1 TYPE OF CONTRACT (APR 1984)**

The Government contemplates award of a **FIRM FIXED PRICE** contract resulting from this solicitation.

### **\*52.233-2 SERVICE OF PROTEST (AUG 1996)**



(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from: Counsel for the Naval Inventory Control Point-Mechanicsburg, Code 0082, 5450 Carlisle Pike, P O Box 2020, Mechanicsburg, PA 17055-0788; *or* BID ROOM Naval Inventory Control Point – Philadelphia, Building 1, 700 Robbins Avenue, Philadelphia, PA 19111-0598.

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

**\*252.225-7008 SUPPLIES TO BE ACCORDED DUTY-FREE ENTRY (MAR 1998)**

In accordance with paragraph (b) of the Duty-Free Entry clause of this contract, in addition to duty-free entry for all qualifying country supplies (*end products and components*) and all eligible end products subject to applicable trade agreements (if this contract contains the Buy American Act-Trade Agreements Balance of Payments Program clause or the Buy American Act-North American Free Trade Agreement Implementation Act-Balance of Payments Program clause), the following foreign end products that are neither qualifying country end products nor eligible end products under a trade agreement, and the following nonqualifying country components, are accorded duty-free entry:

**252.243-7000 ENGINEERING CHANGE PROPOSALS (SEP 1999)**

(a) The Contracting Officer may ask the Contractor to prepare engineering change proposals for engineering changes within the scope of this contract. Upon receipt of a written request from the Contracting Officer, the Contractor shall prepare and submit an engineering change proposal in accordance with the instructions of MIL-STD-973, in effect on the date of contract award.

(b) The Contractor may initiate engineering change proposals. Contractor initiated engineering change proposals shall include a "not to exceed" price\* or a "not less than" price\* and delivery adjustment. If the Contracting Officer orders the engineering change, the increase shall not exceed nor the decrease be less than the "not to exceed" or "not less than" amounts\*\*.

(c) When the price\* of the engineering change is \$500,000 or more, the Contractor shall submit-

- (1) A contract pricing proposal using the format in Table 15-2, Section 15.408, of the Federal Acquisition Regulation; and
- (2) At the time of agreement on price\*, or on another date agreed upon between the parties, a signed Certificate of Current Cost or Pricing Data.

**\*NAVICPLA12 ACCEPTANCE PERIOD (APR 2000)**

(A) If this solicitation is an IFB, any offeror allowing less than the number of calendar days specified in the offer portion of the Standard Form 33 for acceptance by the Government will be rejected as non-responsive.

(B) If this solicitation is an RFP, then unless otherwise specified by the offeror, the Government shall have **120** calendar days from the closing date for receipt of the proposals during which it may accept a proposal submitted hereunder. This same time period for acceptance shall apply to any Proposal Revisions submitted hereunder and shall run from the date fixed for receipt of Proposal Revisions.

**NAVICPLA07 NOTICE TO OFFERORS - ALTERNATIVES TO MILITARY SPECIFICATIONS AND STANDARDS (MAY 2001)** (*Applies if value of contract is expected to be \$100,000 or greater*)

The Department of Defense is committed to minimizing the incorporation of military specifications and standards and outdated federal and commercial documents in contracts, and is seeking to use alternative, tailored, or updated nongovernment specifications and standards to the maximum extent practicable to satisfy its requirements. Offerors are encouraged to identify and propose alternatives to those military, federal or commercial specifications and standards, which are incorporated in this solicitation. Such alternatives will be considered by the government during the source selection.

**\*NAVICPLA18 REVIEW OF AGENCY PROTESTS (APR 2000)**

*NOTE: Use in concert with 52.233-2 and/or 52.233-3 within this solicitation contract.*

In accordance with FAR 33.102(d)(4), interested parties may request an independent, level above the contracting officer, review of any protest filed with the agency. The request for an independent review may be made in lieu of protest to the contracting officer, or as an appeal to a contracting officer protest decision. If requested as a result of an appeal, the timeliness rules for GAO protest are not extended.

The individual that will conduct the independent review is the Chief of the Contracting Office. Interested parties requesting to have an independent review of protest or to appeal a contracting officer protest decision shall address protests to:

Independent Protest Review Official  
NAVICP Code 02  
Building 410, South End, Bay B29  
5450 Carlisle Pike, PO Box 2020  
Mechanicsburg, PA 17055-0788

or

Independent Protest Review Official  
NAVICP Code 02  
Building 1  
700 Robbins Avenue  
Philadelphia, PA 19111-5098

## **SECTION M**

### **52.247-50 NO EVALUATION OF TRANSPORTATION COSTS (APR 1984)**

#### **\*252.225-7003 INFORMATION FOR DUTY-FREE ENTRY EVALUATION (MAR 1998)**

(a) Does the offeror propose to furnish-

- (1) A domestic end product with nonqualifying country components for which the offeror requests duty-free entry; or
- (2) A foreign end product consisting of end items, components, or material of foreign origin other than those for which duty-free entry is to be accorded pursuant to the Duty-Free Entry-Qualifying Country Supplies (End Products and Components) clause or, if applicable, the Duty-Free Entry -Eligible End Products clause of this solicitation?

Yes                      No

(b) If the answer in paragraph (a) is yes, answer the following questions:

- (1) Are such foreign supplies now in the United States?

Yes                      No

- (2) Has the duty on such foreign supplies been paid?

Yes                      No

- (3) If the answer to paragraph (b)(2) is no, what amount is included in the offer to cover such duty? \$\_\_\_\_\_.

(c) If the duty has not been paid, the Government may elect to make award on a duty-free basis. If so, the offered price will be reduced in the contract award by the amount specified in paragraph (b)(3). The Offeror agrees to identify, at the request of the Contracting Officer, the foreign supplies which are subject to duty-free entry.

## **SECTION M SINGLE AWARD FOR ALL ITEMS (JAN 1992) (NAVSUP)**

( XXX ) Due to the interrelationship of supplies and/or services to be provided hereunder, the Government reserves the right to make a single award to the offeror whose offer is considered in the best interest of the Government, price and other factors considered. Therefore, offerors proposing less than the entire effort specified herein may be determined to be unacceptable.

#### **\*NAVICPM EVALUATION FOR AWARD (LOWEST PRICED TECHNICALLY ACCEPTABLE)**

Award will be made to the responsible offeror submitting the lowest priced, technically acceptable offer. A technically acceptable offer is one in which the offeror complies with the instructions contained in Section L of the solicitation and does not take exception, nor object to any of the terms of this solicitation. Offers that are not technically acceptable will not be considered for award.

CONTRACT DATA REQUIREMENTS LIST
(1 Data Item)

Form Approved
OMB No. 0704-0188

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Form with multiple sections: A. CONTRACT LINE ITEM NO., B. EXHIBIT, C. CATEGORY, D. SYSTEM / ITEM, E. CONTRACT / PR NO., F. CONTRACTOR, 1. DATA ITEM NO., 2. TITLE OF DATA ITEM, 3. SUBTITLE, 4. AUTHORITY, 5. CONTRACT REFERENCE, 6. REQUIRING OFFICE, 7. DD 250 REQ, 8. APP CODE, 9. DIST STATEMENT REQUIRED, 10. FREQUENCY, 11. AS OF DATE, 12. DATE OF FIRST SUBMISSION, 13. DATE OF SUBSEQUENT SUBMISSION, 14. DISTRIBUTION, 15. TOTAL, 16. REMARKS, G. PREPARED BY, H. DATE, I. APPROVED BY, J. DATE.

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A. CONTRACT LINE ITEM NO. 0001		B. EXHIBIT A		C. CATEGORY: TDP _____ TM - _____ OTHER <u>X</u>				
D. SYSTEM / ITEM MG40			E. CONTRACT / PR NO. N0010402NB050		F. CONTRACTOR McCormick Selph/UPCO CA.			
1. DATA ITEM NO. A002	2. TITLE OF DATA ITEM ENGINEERING CHANGE PROPOSAL				3. SUBTITLE			
4. AUTHORITY (Data Acquisition Document No.) DI-CMAN-80639B			5. CONTRACT REFERENCE SEE BLOCK 16		6. REQUIRING OFFICE IHDIV, NSWC CODE 5310Q			
7. DD 250 REQ LT	9. DIST STATEMENT REQUIRED	10. FREQUENCY SEE BLOCK 16		12. DATE OF FIRST SUBMISSION SEE BLOCK 16		14. DISTRIBUTION		
8. APP CODE N/A		11. AS OF DATE	13. DATE OF SUBSEQUENT SUBMISSION SEE BLOCK 16		a. ADDRESSEE	b. COPIES		
					Draft	Final		
					Reg	Repro		
16. REMARKS BLOCK 5. CONTRACT REFERENCE - SECTION C CONFIGURATION CONTROL - MIL-STD-973 (NAVY STOCK CLASS 1377 AMMO) (4/92), PARAGRAPH 1.  BLOCK 7. - ACCEPTANCE INFORMATION UNDER DOD 5010.12 FOR THIS CDRL IS REQUIRED. GOVERNMENT SHALL BY Letter of Transmittal ACCEPT OR REJECT Engineering Change Proposal AFTER REVIEW BY IHDIV, NSWC POC (BLOCK 6). INFORMATION IS IN SUPPORT OF ACCEPTANCE OF CLIN IN SECTION B OF THIS CONTRACT.  BLOCKS 10, 12 AND 13 - DATE OF FIRST SUBMISSION AND SUBSEQUENT SUBMISSION SHALL BE IAW MIL-STD-973.  BLOCK 14. DISTRIBUTION ADDRESSES  (N00174) COMMANDER INDIAN HEAD DIVISION NAVAL SURFACE WARFARE CENTER ATTN: CODE 5310Q/LINDA COLEMAN BLDG 1557 101 STRAUSS AVE. INDIAN HEAD MD 20640-5035  COMMANDER NAVAL INVENTORY CONTROL POINT ATTN: CODE 0242 5450 CARLISLE PIKE MECHANICSBURG PA 17055-0788  COGNIZANT DCMA (indicated in Block 6 of SF26)					SEE BLOCK 16			
15. TOTAL								
G. PREPARED BY LINDA COLEMAN			H. DATE 7/26/01		I. APPROVED BY FRANCINE PROCTOR		J. DATE 8/30/01	

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<b>A. CONTRACT LINE ITEM NO.</b> 0001		<b>B. EXHIBIT</b> A		<b>C. CATEGORY:</b> TDP _____ TM - _____ OTHER _____ X _____				
<b>D. SYSTEM / ITEM</b> MG40			<b>E. CONTRACT / PR NO.</b> N0010402NB050		<b>F. CONTRACTOR</b> McCormick Selph/UPCO CA.			
<b>1. DATA ITEM NO.</b> A005	<b>2. TITLE OF DATA ITEM</b> PERFORMANCE ORIENTED PACKAGING TEST REPORT				<b>3. SUBTITLE</b>			
<b>4. AUTHORITY</b> (Data Acquisition Document No.) SEE BLOCK 16			<b>5. CONTRACT REFERENCE</b> SEE BLOCK 16		<b>6. REQUIRING OFFICE</b> IHDIV, NSWC, CODE 5310Q			
<b>7. DD 250 REQ</b> LT	<b>9. DIST STATEMENT REQUIRED</b>	<b>10. FREQUENCY</b> ONE /R	<b>12. DATE OF FIRST SUBMISSION</b> 90 DAC		<b>14. DISTRIBUTION</b>			
<b>8. APP CODE</b> N/A		<b>11. AS OF DATE</b>	<b>13. DATE OF SUBSEQUENT SUBMISSION</b>		<b>a. ADDRESSEE</b>	<b>Draft</b>	<b>b. COPIES</b>	
								<b>Final</b>
							<b>Reg</b>	<b>Repro</b>
<b>16. REMARKS</b> BLOCK 4. AUTHORITY - DI-PACK-81059 MODIFICATIONS TO DI-PACK-81059: -10.2.1: DOES NOT APPLY -10.2.2A: THE CONTRACTOR SHALL ASSIGN THE POP TEST REPORT NUMBER -IN ADDITION, THE TEST REPORT SHALL INDICATE THE APPROPRIATE POP MARKINGS.  BLOCK 5. CONTRACT REFERENCE - SECTION D - PACKAGING, AND MARKING PARAGRAPH 3.  BLOCK 7. ACCEPTANCE INFORMATION UNDER DOD 5010.12-M FOR THIS DID IS NOT REQUIRED, REPORT TO BE USED FOR HISTORICAL INFORMATION IN SUPPORT OF ACCEPTANCE OF CLIN IN SECTION B OF THIS CONTRACT.  BLOCK 14. DISTRIBUTION ADDRESSES  (N00174) COMMANDER INDIAN HEAD DIVISION NAVAL SURFACE WARFARE CENTER ATTN: CODE 5220Q 101 STRAUSS AVE. INDIAN HEAD MD 20640-5035  COMMANDING OFFICER NAVAL WEAPONS STATION EARLE ATTN: CODE 5014 B. DRESS / M. SCAGLIONE 201 STATE HIGHWAY 34 SOUTH COLTS NECK NJ 07722-5023  COGNIZANT DCMA (indicated in Block 6 of SF26)					SEE BLOCK 16			
<b>G. PREPARED BY</b> LINDA COLEMAN			<b>H. DATE</b> 7/26/01		<b>I. APPROVED BY</b> FRANCINE PROCTOR		<b>J. DATE</b> 8/30/01	



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D. SYSTEM / ITEM MG40		E. CONTRACT / PR NO. N0010402NB050		F. CONTRACTOR McCormick Selph/UPCO CA.					
1. DATA ITEM NO. A009	2. TITLE OF DATA ITEM FAILURE ANALYSIS AND CORRECTIVE ACTION REPORT			3. SUBTITLE					
4. AUTHORITY (Data Acquisition Document No.) DI-RELI-81315		5. CONTRACT REFERENCE SEE BLOCK 16		6. REQUIRING OFFICE IHDIV, NSWC, CODE 5310Q					
7. DD 250 REQ LT	9. DIST STATEMENT REQUIRED	10. FREQUENCY SEE BLOCK 16	12. DATE OF FIRST SUBMISSION SEE BLOCK 16	14. DISTRIBUTION					
8. APP CODE N/A		11. AS OF DATE	13. DATE OF SUBSEQUENT SUBMISSION SEE BLOCK 16	a. ADDRESSEE	b. COPIES Draft      Final Reg      Repro				
16. REMARKS BLOCK 5. CONTRACT REFERENCE - SECTION E - PRODUCTION LOT TEST SAMPLES PARAGRAPH 10.  BLOCK 7. - ACCEPTANCE INFORMATION UNDER DOD 5010.12 FOR THIS CDRL IS REQUIRED. GOVERNMENT SHALL BY Letter of Transmittal ACCEPT OR REJECT Failure Analysis And Corrective Action Report AFTER REVIEW BY IHDIV, NSWC POC (BLOCK 6). INFORMATION IS IN SUPPORT OF ACCEPTANCE OF CLIN IN SECTION B OF THIS CONTRACT.  BLOCK 10. FREQUENCY - IS DETERMINE BY NUMBER OF LAT FAILURES  BLOCK 12. DATE OF FIRST SUBMISSION - NLT THAN 10 DAYS AFTER FAILURE ANALYSIS (FA) COMPLETION OF FIRST FAILED LOT.  BLOCK 13. DATE OF SUBSEQUENT SUBMISSION - NLT THAN 10 DAYS AFTER FA COMPLETION OF SECOND FAILED LOT AND BEYOND.  BLOCK 14. DISTRIBUTION ADDRESSES  (N00174) COMMANDER INDIAN HEAD DIVISION NAVAL SURFACE WARFARE CENTER ATTN: CODE 5310Q/LINDA COLEMAN BLDG 1557 101 STRAUSS AVE. INDIAN HEAD MD 20640-5035  COMMANDER NAVAL INVENTORY CONTROL POINT ATTN: CODE 0242 5450 CARLISLE PIKE MECHANICSBURG PA 17055-0788  COGNIZANT DCMA (indicated in Block 6 of SF26)				SEE BLOCK 16					
				15. TOTAL					
				G. PREPARED BY LINDA COLEMAN		H. DATE 7/26/01		I. APPROVED BY FRANCINE PROCTOR	
				J. DATE 8/30/01					

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<b>A. CONTRACT LINE ITEM NO.</b> 0001		<b>B. EXHIBIT</b> A		<b>C. CATEGORY:</b> TDP _____ TM - _____ OTHER <u>      X      </u>										
<b>D. SYSTEM / ITEM</b> MG40			<b>E. CONTRACT / PR NO.</b> N0010402NB050		<b>F. CONTRACTOR</b> McCormick Selph/UPCO CA.									
<b>1. DATA ITEM NO.</b> A011	<b>2. TITLE OF DATA ITEM</b> PROGRAM PLAN				<b>3. SUBTITLE</b>									
<b>4. AUTHORITY</b> <i>(Data Acquisition Document No.)</i> SEE BLOCK 16			<b>5. CONTRACT REFERENCE</b> SEE BLOCK 16		<b>6. REQUIRING OFFICE</b> IHDIV, NSWC, CODE 5310Q									
<b>7. DD 250 REQ</b> LT	<b>9. DIST STATEMENT REQUIRED</b>	<b>10. FREQUENCY</b> ONE /R		<b>12. DATE OF FIRST SUBMISSION</b> 30 DAC		<b>14. DISTRIBUTION</b>								
<b>8. APP CODE</b> N/A		<b>11. AS OF DATE</b>		<b>13. DATE OF SUBSEQUENT SUBMISSION</b> SEE BLOCK 16		<b>a. ADDRESSEE</b>	<b>b. COPIES</b> <table> <tr> <td rowspan="2">Draft</td> <td colspan="2">Final</td> </tr> <tr> <td>Reg</td> <td>Repro</td> </tr> </table>		Draft	Final		Reg	Repro	
Draft	Final													
	Reg	Repro												
<b>16. REMARKS</b> BLOCK 4. - SECTION H - PROGRAM PLAN; PARAGRAPH 1  BLOCK 5. SECTION H-SPECIAL PROVISIONS, PARAGRAPH H-PROGRAM PLAN; Paragraph 2  BLOCK 7. - ACCEPTANCE INFORMATION UNDER DOD 5010.12 FOR THIS CDRL IS REQUIRED. GOVERNMENT SHALL BY Letter of Transmittal ACCEPT OR REJECT PROGRAM PLAN AFTER REVIEW BY IHDIV, NSWC POC (BLOCK 6). INFORMATION IS IN SUPPORT OF ACCEPTANCE OF CLIN IN SECTION B OF THIS CONTRACT.  BLOCK 13. - SECTION H-PROGRAM PLAN; PARAGRAPH 2  BLOCK 14. DISTRIBUTION ADDRESSES  (N00174) COMMANDER INDIAN HEAD DIVISION NAVAL SURFACE WARFARE CENTER ATTN: CODE 5310Q/LINDA COLEMAN BLDG 1557 101 STRAUSS AVE. INDIAN HEAD MD 20640-5035  COMMANDER NAVAL INVENTORY CONTROL POINT ATTN: CODE 0242 5450 CARLISLE PIKE MECHANICSBURG PA 17055-0788  COGNIZANT DCMA (indicated in Block 6 of SF26)					SEE BLOCK 16									
										<b>15. TOTAL</b> ➡				
					<b>G. PREPARED BY</b> LINDA COLEMAN			<b>H. DATE</b> 7/26/01		<b>I. APPROVED BY</b> FRANCINE PROCTOR		<b>J. DATE</b> 8/30/01		

# INSTRUCTIONS FOR COMPLETING DD FORM 1423

(See DoD 5010.12-M for detailed instructions.)

## FOR GOVERNMENT PERSONNEL

**Item A.** Self-explanatory.

**Item B.** Self-explanatory.

**Item C.** Mark (X) appropriate category: TDP - Technical Data Package; TM - Technical Manual; Other - other category of data, such as "Provisioning," "Configuration Management", etc.

**Item D.** Enter name of system/item being acquired that data will support.

**Item E.** Self-explanatory (to be filled in after contract award).

**Item F.** Self-explanatory (to be filled in after contract award).

**Item G.** Signature of preparer of CDRL.

**Item H.** Date CDRL was prepared.

**Item I.** Signature of CDRL approval authority.

**Item J.** Date CDRL was approved.

**Item 1.** See DoD FAR Supplement Subpart 4.71 for proper numbering.

**Item 2.** Enter title as it appears on data acquisition document cited in Item 4.

**Item 3.** Enter subtitle of data item for further definition of data item (optional entry).

**Item 4.** Enter Data Item Description (DID) number, military specification number, or military standard number listed in DoD 5010.12-L (AMSDL), or one-time DID number, that defines data content and format requirements.

**Item 5.** Enter reference to tasking in contract that generates requirement for the data item (e.g., Statement of Work paragraph number).

**Item 6.** Enter technical office responsible for ensuring adequacy of the data item.

**Item 7.** Specify requirement for inspection/acceptance of the data item by the Government.

**Item 8.** Specify requirement for approval of a draft before preparation of the final data item.

**Item 9.** For technical data, specify requirement for contractor to mark the appropriate distribution statement on the data (ref. DoDD 5230.24).

**Item 10.** Specify number of times data items are to be delivered.

**Item 11.** Specify as-of date of data item, when applicable.

**Item 12.** Specify when first submittal is required.

**Item 13.** Specify when subsequent submittals are required, when applicable.

**Item 14.** Enter addressees and number of draft/final copies to be delivered to each addressee. Explain reproducible copies in Item 16.

**Item 15.** Enter total number of draft/final copies to be delivered.

**Item 16.** Use for additional/clarifying information for Items 1 through 15. Examples are: Tailoring of documents cited in Item 4; Clarification of submittal dates in Items 12 and 13; Explanation of reproducible copies in Item 14.; Desired medium for delivery of the data item.

## FOR THE CONTRACTOR

**Item 17.** Specify appropriate price group from one of the following groups of effort in developing estimated prices for each data item listed on the DD Form 1423.

a. Group I. Definition - Data which is not otherwise essential to the contractor's performance of the primary contracted effort (production, development, testing, and administration) but which is required by DD Form 1423.

Estimated Price - Costs to be included under Group I are those applicable to preparing and assembling the data item in conformance with Government requirements, and the administration and other expenses related to reproducing and delivering such data items to the Government.

b. Group II. Definition - Data which is essential to the performance of the primary contracted effort but the contractor is required to perform additional work to conform to Government requirements with regard to depth of content, format, frequency of submittal, preparation, control, or quality of the data item.

Estimated Price - Costs to be included under Group II are those incurred over and above the cost of the essential data item without conforming to Government requirements, and the administrative and other expenses related to reproducing and delivering such data item to the Government.

c. Group III. Definition - Data which the contractor must develop for his internal use in performance of the primary contracted effort and does not require any substantial change to conform to Government requirements with regard to depth of content, format, frequency of submittal, preparation, control, and quality of the data item.

Estimated Price - Costs to be included under Group III are the administrative and other expenses related to reproducing and delivering such data item to the Government.

d. Group IV. Definition - Data which is developed by the contractor as part of his normal operating procedures and his effort in supplying these data to the Government is minimal.

Estimated Price - Group IV items should normally be shown on the DD Form 1423 at no cost.

**Item 18.** For each data item, enter an amount equal to that portion of the total price which is estimated to be attributable to the production or development for the Government of that item of data. These estimated data prices shall be developed only from those costs which will be incurred as a direct result of the requirement to supply the data, over and above those costs which would otherwise be incurred in performance of the contract if no data were required. The estimated data prices shall not include any amount for rights in data. The Government's right to use the data shall be governed by the pertinent provisions of the contract.